

AGENDA AND ORDER OF BUSINESS
FOR THE MEETING OF
UNION MEMBERS - JOINT WESTERN AREA COMMITTEE
AND
REPRESENTATIVES OF LOCAL UNIONS
MONDAY, AUGUST 12, 1968, at 10:00 A. M.
SAN FRANCISCO HILTON
ROSEWOOD SUITE
SAN FRANCISCO, CALIFORNIA

1. Roll Call of Union members of JWAC.
2. Approval of Minutes of the May 6, 1968 meeting of Union members of the JWAC, and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from JSC or JWAC Committee Members.
9. Discussion of cases on the August JWAC Agenda.
10. ADJOURNMENT.

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, FEBRUARY 12, 1968, at 1:00 P. M.

HILTON HOTEL - SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 1:00 p.m., Monday, February 12, 1968 by Verne Milton, Coordinator.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Barney Volkoff
Floyd Mendenhall
Lafe Case
George Rohrer
Allan Griggs
Art Trimble
Bud Green
Bob Shaw
Ted Merrill

Robert Rampy
Harry Bath
Fred Hofmann
Elgie Farris
Bill Waggoner
George King
Gene Shepherd
Harry Kachadoorian

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, November 13, 1967 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting:

Al Brundage - Attorney
Roy Williams - IBT
Joe Arino - Local 70
Jack Alexander - Local 81
Charles Brenner - Local 208
Carl Burckel - Local 396
Carl Brummett - Local 57
Vern Cameron - Local 222
Cliff Cooper - Local 962
Joe Davis - Local 315
Benny Greenfield - Local 17
Lee Judd - Local 911
Kenneth Later - Local 224
Jack Mery - Local 381
Horace Manning - Local 104
Chuck Mack - Local 70
Bill McCollum - Local 310
Francis O'Riley - Local 439
Joseph Perkins - Local 692
Ed Shapiro - Local 208
Buddy Wright - Local 94
Frank Wilson - Local 467
Jack Valoff - Local 357

Clyde Crosby - IBT
John Sheridan - Auto Trades Division
Jess Arnold - Local 81
James Barham - Local 542
Gene Bedford - Local 692
Ed Blackmarr - Local 208
Henry Baum - Local 81
Bob Chaney - Local 222
Edward Dietrich - Local 208
Jim Easley - Local 495
A. J. Hardy - Local 439
Pete Kurbatoff - Local 235
John LeFlore - Local 357
Alex Maheras - Local 208
Manuel Magan - Local 208
Bill Manos - Local 235
LeRoy Nunes - Local 70
W. B. Patton - Local 208
J. Roberts - Local 180
Karl Ullman - Local 495
John T. Williams - Local 208
Weldon Wirt - Local 224
Clyde Yandell - Local 224

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

O. T. R. (MAIN) COMMITTEE:

Joseph Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
George King
Floyd Mendenhall

Ernie Hinchey - Secretary

Jerry Vercesi - Sgt. at Arms
Deke DeCosta

SUB-COMMITTEE ON LOCAL OPERATIONS:

Bernard Volkoff
Gerald Shearin
George Rohrer
Art Trimble
Bud Green
Elgie Farris

Jack Crotty - Secretary

Herb Helmers - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner
Allen Griggs
Lafe Case
Robert Rumpy
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary

Hugo Wagner - Sgt. at Arms

5. A communication from Joint Council #38 was read, naming Art Hardy as an alternate to Jerry Shearin and Harvey Killman as an alternate to Harry Kachadoorian.
6. Powers of Attorney approved by the Western Master Freight Division - (See Attached).
7. Requests for Standard Contract Participation (See Attached).
8. A communication from the International Union was read wherein all grievance committee members were advised that in making decisions which involve time off which would have an effect on the payment of Health and Welfare or Pension premiums, to be sure that this is spelled out in the decision.

A discussion was held on the subject "that warning notices issued will automatically become protested and held in abeyance until such time as the individual is discharged." It was regularly moved, seconded and carried that this subject be referred back to the Southern California Joint State Committee.

A discussion was held on the subject of the System Seniority presently in effect for the Transport Operators employed by Consolidated Freightways in the States of Washington, Oregon, Idaho and Montana.

It was regularly moved, seconded and carried that the Freight Division conduct a referendum ballott of the members involved, as to whether they desire to retain the present seniority system or abolish it and revert to terminal seniority.

9. The meeting adjourned at 2:15 p.m.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY
THE WESTERN MASTER FREIGHT DIVISION

Fredericksen Tank Lines - Western Master - Transport Tank Supplemental Agreement. Concurrence from Local No. 150, August 15, 1967. Approved WMFD August 29, 1967.

G & H Transportation, Inc. - National Master - Office Workers Supplemental Agreement. Concurrence from Local 357, August 23, 1967. Approved WMFD August 29, 1967.

Hecht Fast Freight, Inc. - National Master - Pickup & Delivery and Office Wkrs Supps. Concurrence from Local 357 August 23, 1967. Approved WMFD August 29, 1967.

Edward B. Wolf, Inc. - National Master - Automotive Shop & Truck Servicing Supp. Concurrence from Local 88, August 24, 1967. Approved WMFD August 29, 1967.

Hecht Fast Freight, Inc. - National Master - Pickup & Delivery Supplemental Agreement. Concurrence from Local 208, August 31, 1967. Approved WMFD September 8, 1967.

Camall Service - National Master - Over-the-Road Supplemental Agreement. Concurrence from Local 224, September 5, 1967. Approved WMFD Sept. 8, 1967.

Rainbow Truck Company - Western Master - Transport Tank Supplemental Agreement. Concurrence from Local 692, August 31, 1967. Approved WMFD Sept 8, 1967.

Camall Service - National Master - Over-the-Road Supplemental Agreement. Concurrence from Local 468, Sept. 7, 1967. Approved WMFD Sept. 13, 1967.

Air-Land Freight Consolidators, Inc. - National Master - Local 85 Pickup & Delivery Supplemental Agreement. Concurrence from Local 85, Sept. 6, 1967. Approved WMFD September 13, 1967.

Hecht Fast Freight, Inc. - National Master - Local 85 Pickup & Delivery Supplemental Agreement. Concurrence from Local 85, Sept. 5, 1967. Approved WMFD Sept. 13, 1967.

Citizens Transportation Company of Riverside - National Master - Over-the-Road Supplemental Agreement and Automotive Shop & Truck Servicing Supp. Concurrence from Local 467, Sept. 22, 1967. Approved WMFD October 3, 1967.

Fredericksen Tank Lines - Western Master - Transport Tank Supplemental Agreement. Concurrence from Local 224, Sept. 21, 1967. Approved WMFD September 27, 1967.

Ralph Pipkin - National Master - Over-the-Road Supplemental Agreement, Western Master and Agricultural & Horticultural Supplemental Agreement. Concurrence from Local 150, September 20, 1967. Approved WMFD September 27, 1967.

G & H Transportation, Inc. - National Master - Office Workers Supplemental Agreement, and Pickup & Delivery Supplemental Agreement. Concurrence from Local 396, November 13, 1967. Approved WMFD November 27, 1967.

Thompson Brothers Freight Forwarding Company, Inc. - National Master - Automotive Shop and Truck Servicing Supplemental Agreement. Concurrence from Local 165, November 13, 1967. Approved WMFD November 27, 1967.

Brake Delivery Service - National Master - Pickup & Delivery Supplemental Agreement. Concurrence from Local 235, November 20, 1967. Approved WMFD November 28, 1967.

Union Truck Company, Inc. - Western Master - Transport Tank Supplemental Agreement. Concurrence from Local 186, November 20, 1967. Approved WMFD November 28, 1967.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED

INTO "ME TOO" AGREEMENTS AS FOLLOWS:

Adler Tire Company and Local No. 856 - National Master with Office Employees Supplemental Agreement. Approved WMFD 12-18-67.

Aids Service and Local No. 208. National Master - Standard form for applicable supplemental agreements. Approved WMFD 11-17-67.

American Consolidators and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 12-11-67.

All States Service, Inc., of California and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 12-11-67.

Arden Sand & Gravel and Local No. 150. National Master, Over-the-Road and Pickup and Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Asaro Trucking Service and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 1-16-68.

Battaglia Packing Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Bayshore Paper Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Beagle Products Company and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-21-67.

Bell & Griffin and Local No. 287. National Master, standard form for applicable supplemental agreements. Approved WMFD 8-25-67.

Bercut-Richards Packing Company and Local 150. National Master, Over-the-Road and Pickup and Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Bercut-Richards Packing Company and Local 150. Western Master with Agricultural and Horticultural Supplemental Agreement. Approved WMFD 6-28-67.

Berry Trucking Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Bert's Trucking Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Best Distributing Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Blair -Guisti Trucking and Local No. 533. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-14-67.

Boland Trucking Company and Local No. 856. National Master and Office Employees Supplemental Agreement.

Brunswig Drug Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Buck's Petroleum Transport, Inc. and Local No. 287. Western Master with California-Arizona-Nevada Transport Tank Supplement. Approved WMFD 8-25-67.

Cal Fentron, Inc. and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

California Freight Association and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

Standard Contract Participation - continued

- Central Terminal Trucking Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Central Warehouse & Drayage and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-8-67.
- Chacon Trucking and Local No. 208. National Master - standard form for applicable supplemental agreements. Approved WMFD 8-25-67.
- Cheim Lumber Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Clipper Carloading Company and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-29-67.
- Consolidated DePue and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-13-67.
- Cottage Grove-Eugene Freight and Local No. 57. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-10-67.
- R. V. Cloud Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Continental Market and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Data Transportation Company, Inc. and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 10-3-67.
- Delivery Service Company and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 2-2-68.
- Easterday Trucking Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Embee Trucking Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Emery Air Freight and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-21-67.
- Eugene-McKenzie Freight and Local No. 57. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-12-67.
- Falcon Fast Freight and Local 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- J. F. Filice and Local No. 287. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 10-3-67.
- Foothills Concrete, Inc. and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-28-67.
- G & J Trucking Company and Local No. 208. National Master - standard form for all applicable supplemental agreements. Approved WMFD 9-5-67.
- G. R. G. Trucking Company and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 2-21-67.
- Germain's, Inc. and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Gilbert Carrier Corporation and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- A. Giurlani & Bros. and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Standard Contract Participation - continued

Glass Transportation Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Gonzalez Freight Lines and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-28-67.

Gray Drayage and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-18-67.

Hollister Canning Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Havlin Witkin Picture & Mirror Corporation and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Hecht Fast Freight, Inc., and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Hedlund Lumber Sales, Inc., and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Holbrook Merrill Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

International Pipe & Ceramics Corporation and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Individual Sanitary and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

J. D. S. Trucking, Inc., and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Sam Labraska Trucking and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-21-67.

Lade Trucking Service and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Lent's Inc., and Local No. 672. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-13-67.

George Lico Trucking and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Lifschultz Transportation, Inc., and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

Tony A. Lomanto and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-13-67.

Lou-Jak Trucking Service and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

J. P. Lynch Company and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-21-67.

M. B. L., Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

M & L Trucking Company and Local No. 856. National Master with Office Employees Supplemental Agreement. Approved WMFD 12-29-67.

Machinery Transfer, Inc., and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Standard Contract Participation - continued

- R. M. Maddock Trucking and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Marathon Delivery Service and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 8-21-67.
- Thomas H. Marrow Trucking Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 1-24-68.
- Meek Trucking Company and Local No. 150. Western Master and Agricultural & Horticultural Supplemental Agreement. Approved WMFD 1-25-68.
- J. Mattos Trucking and Local 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 11-21-67.
- Merchant Shippers and Local No. 856. National Master and Office Employees Supplemental Agreement.
- Metropolitan Warehouse Company and Local No. 208. National Master - standard form for applicable supplemental agreements. Approved WMFD 8-25-67.
- Modern Trucking Service, Inc., and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Moore Business Forms and Local No. 70. National Master and Local 70 Pickup & Delivery Supplemental Agreement. Approved WMFD 6-28-67.
- Motor Transport Terminals and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-27-67.
- Nevada Truck Lines and Local No. 533. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-14-67.
- Oak Harbor Truck Lines and Local 154. Standard form for National Master and applicable supplemental agreements. Approved WMFD 11-28-67.
- Oakley Plywood & Doors and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Ohio Transfer and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- OKA Transfer Company, Inc., and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.
- Portola Drayage Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-19-67.
- Pioneer Carloading and Local No. 154. Standard form for National Master and Office Employees Supplemental Agreement. Approved WMFD 12-12-67.
- Pioneer Carloading and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-20-67.
- Pacific Air Freight and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 1-2-68.
- Pacific Hawaiian Terminals and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-20-67.
- Pacific Refer Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-20-67.
- Pacific Warehouse Company and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-21-67.
- Paper Materials Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 9-20-67.

Standard Contract Participation - continued

Parks Transfer, Inc., and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Peninsula Bullet Express and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Peninsula Truck Lines and Local No. 154. Standard form for National Master and applicable supplemental agreements. Approved WMFD 11-28-67.

R & B Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 11-10-67.

Rams Express and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Redbird Delivery Service and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 1-16-68.

Reliable Refrigerated Express and Local No. 287. National Master and standard form of applicable supplemental agreements. Approved WMFD 10-11-67.

Richardson Brothers and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 9-1-67.

Robertson Drayage Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

Sage Transportation Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-14-67.

San Martin Vineyards Company, Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Saulser Motor Transport Company and Local No. 57. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-10-67.

Schroeder Drayage Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

Senna Trucking, Inc., and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.

James M. Soares Trucking and Local No. 150. Western Master and Cement Carriers Supplemental Agreement. Approved WMFD 12-20-67.

South City Freight Lines, Inc. and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-28-67.

Stor-Dor Forwarding and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-14-67.

Superior California Trucking Company and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Superior Tile Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Sunnyvale Lumber, Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-25-67.

Tankways and Local No. 287. Western Master and California-Arizona-Nevada Transport Tank Supplemental Agreement. Approved WMFD 9-5-67.

A Teichert & Son, Inc., and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-28-67.

Tikker Trucking and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 6-28-67.

Standard Contract Participation - continued

- Tondo Trucking Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.
- Trans-Action, Inc., and Local No. 150. National Master, Over-the-Road, and Pickup and Delivery Supplemental Agreements. Approved WMFD 6-21-67.
- Trans-Bay Motor Express and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-13-67.
- Transport Tire Company and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 1-16-68.
- Triangle Trucking Company and Local No. 856. National Master and Office Employees Supplemental Agreement.
- Union Transportation Company, Inc., and Local No. 165. Standard form for National Master and applicable supplemental agreements. Approved WMFD 9-8-67.
- Universal Coordinators, Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 6-28-67.
- Weibel, Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 10-10-67.
- Wes Cartage and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-14-67.
- West Coast Cartage and Local No. 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 12-20-67.
- West Coast Cartage and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 7-10-67.
- West Los Angeles Milling Company and Local No. 208. Standard form for National Master and applicable supplemental agreements. Approved WMFD 8-14-67.
- West Transfer and Local No. 154. Standard form for National Master and applicable supplemental agreement. Approved 11-27-67.
- Western Carloading Company and Local No. 856. National Master and Office employees Supplemental Agreement. Approved WMFD 12-14-67.
- Western Freight Handlers, Inc., and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 6-21-67.
- Western Truck Manpower, Inc., and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 10-11-67.
- Winchester Plumbing Company and Local No. 287. Standard form for National Master and applicable supplemental agreements. Approved WMFD 12-7-67.
- Wisinger Trucking Service, Inc., and Local No. 150. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements, Approved WMFD 6-21-67.
- Zip Truck Lines and Local No. 287. National Master standard form for applicable supplemental agreements. Approved WMFD 10-10-67.
- Dillon Drayage & Warehouse Company and Local 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 2-8-68.
- Imperial Drayage Company and Local 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 2-8-68.
- Peninsula Delivery Service and Local 856. National Master and Office Employees Supplemental Agreement. Approved WMFD 2-8-68.

STANDARD CONTRACT PARTICIPATION

SIGNED STANDARD FORM AGREEMENTS

SUBMITTED TO AND APPROVED BY

WESTERN MASTER FREIGHT DIVISION

Ace City Delivery and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-31-68.

Adams Transport Company and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 2-1-68.

Air-Land Express Company and Local No. 467. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-7-67.

Almac System Transport and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-14-67.

Auto Fast Freight, Inc., and Local No. 467. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-17-67.

Bakersfield Fast Freight and Local No. 87. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 11-29-67.

Blackline Asphalt and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-10-68.

D. A. Brown Trucking Company and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement.

California Trucking Association and Local No. 692. Western Master and Vacuum Pump Truck Wage Agreement. Approved WMFD 12-27-67.

California Trucking Association and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-27-67.

California Trucking Association and Joint Councils 38 & 42. Western Master and Heavy Specialized and Oilfield Supplemental Agreement. Approved WMFD 10-13-67.

Clark Trucking Service, Inc., and Local No. 150. Western Master and Agricultural & Horticultural Supplemental Agreement. Approved WMFD 1-16-68.

Consolidated Olive Growers and Local No. 94. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 11-17-67.

Daight and Stewart and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-11-67.

Delliplaine Truck Company and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 1-30-68.

Ellensburg Transfer Company and Local No. 524. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-20-67.

Fast Transportation Company and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-11-67.

Fastest Way Motor Freight, Inc., and Local No. 690. National Master and Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 11-27-67.

Fentron Industries and Local No. 741. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 1-9-68.

Hills Transportation and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-12-67.

J. D. S. Trucking and Local No. 150. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-4-67.

Jenny Freight Lines and Local No. 310. National Master. Approved WMFD 12-16-67.

Standard Contract Participation -continued

Signed Agreements

Charles A. Lasater Company and Local No. 741 - National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 10-20-67.

Madison Sand & Gravel and Local No. 150. National Master, and Over-the-Road Supplemental Agreement. Approved WMFD 1-16-68.

Mann Trucking Company and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 1-30-68.

Mason Trucking Company and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 11-30-67.

Pacific Oxygen Company and Local No. 208. National Master. Approved WMFD 11-10-67.

Peninsula Truck Lines, Inc. - Oak Harbor Freight Lines and Local No. 741. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. App. WMFD 11-10-67.

Sacramento Van & Storage Company and Local No. 150. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-4-67.

Scott Transportation Company and Local No. 467. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-10-67.

Sempf & Company and Local 150. National Master, Over-the-Road and Pickup & Delivery Supplements, plus Western Master and Agricultural & Horticultural Supplemental Agreement. Approved WMFD 11-10-67.

Service Tank Lin and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-29-68.

Shippers Transit, Inc., and Local No. 87. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 10-19-67.

Shropshire Trucking and Local No. 94. Western Master and Agricultural & Horticultural Supplemental Agreement. Approved WMFD 11-17-67.

Star Motor Freight, Inc., and Local No. 551. National Master and Over-the-Road, Pickup & Delivery Supplemental Agreements. Approved WMFD 8-29-67.

Tristate Oil & Asphalt Service, Inc., and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-29-68.

Truck Operators League of Montana and Joint Council No. 23. National Master and Automotive Shop & Truck Servicing Supplemental Agreement. Approved WMFD 11-10-67.

Union Transportation Company and Local No. 165. National Master and Automotive Shop & Truck Servicing Supplemental Agreement. Approved WMFD 11-1-67.

Wallace-Colville Motor Freight and Local No. 690. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 11-6-67.

Watts Brothers and Local No. 150. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 1-16-68.

Western Truck Manpower, Inc., and Local No. 467. National Master. Approved WMFD 12-18-67.

STANDARD CONTRACT PARTICIPATION

SIGNED STANDARD FORM AGREEMENTS

SUBMITTED TO AND APPROVED BY

WESTERN MASTER FREIGHT DIVISION

Ace City Delivery and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-31-68.

Adams Transport Company and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 2-1-68.

Air-Land Express Company and Local No. 467. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-7-67.

Almac System Transport and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-14-67.

Auto Fast Freight, Inc., and Local No. 467. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-17-67.

Bakersfield Fast Freight and Local No. 87. National Master, Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 11-29-67.

Blackline Asphalt and Local No. 690. Western Master and Wash. No. Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 1-10-68.

D. A. Brown Trucking Company and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement.

California Trucking Association and Local No. 692. Western Master and Vacuum Pump Truck Wage Agreement. Approved WMFD 12-27-67.

California Trucking Association and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-27-67.

California Trucking Association and Joint Councils 38 & 42. Western Master and Heavy Specialized and Oilfield Supplemental Agreement. Approved WMFD 10-13-67.

Clark Trucking Service, Inc., and Local No. 150. Western Master and Agricultural & Horticultural Supplemental Agreement. Approved WMFD 1-16-68.

Consolidated Olive Growers and Local No. 94. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 11-17-67.

Daight and Stewart and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-11-67.

Delliplaine Truck Company and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 1-30-68.

Ellensburg Transfer Company and Local No. 524. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 11-20-67.

Fast Transportation Company and Local No. 87. Western Master and Local 87 Oilfield Equipment Supplemental Agreement. Approved WMFD 12-11-67.

Fastest Way Motor Freight, Inc., and Local No. 690. National Master and Over-the-Road and Pickup & Delivery Supplemental Agreements. Approved WMFD 11-27-67.

Fentron Industries and Local No. 741. National Master and Over-the-Road Supplemental Agreement. Approved WMFD 1-9-68.

Hills Transportation and Local No. 208. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-12-67.

J. D. S. Trucking and Local No. 150. National Master and Pickup & Delivery Supplemental Agreement. Approved WMFD 12-4-67.

Jenny Freight Lines and Local No. 310. National Master. Approved WMFD 12-16-67.

1 CASE #8-8-4055

AUGUST 14 1968

9:16 A.M.

2 COAST DRAYAGE COMPANY, and
3 LOCAL 70, Oakland, California

4 CASE #8-8-4059

5 PETERS TRUCK LINES, and
6 LOCAL 70, Oakland, California.

7 SPECIAL JC#7 COMMITTEE

8 UNION COMMITTEE:

EMPLOYER COMMITTEE:

9 ROY WILLIAMS, Chairman
10 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

11 - . - .

12 CHAIRMAN WILLIAMS: Let's call the meeting to order.
13 It's now 9:16 a.m.

14 We have a settlement on two cases on which we want to
15 read the motion into the record.

16 Kirby, would you identify the cases?

17 MR. KIRBY: The cases are 8-8-4055, Local 70 versus Coast
18 Drayage Company, and 8-8-4059, Local 70 versus Peters Truck
19 Lines.

20 These two cases both involve what an owner can do.

21 The motion that will be used as a guideline in these cases
22 and in future cases is as follows:

23 That the bona fide owner is not prohibited from performing
24 work covered by this agreement, but if such work by the owner
25 results in the loss of work by a regular seniority employee of
26 the company, then such regular employee shall be reimbursed at

1 the rate of pay of the work performed.

2 That motion carried.

3 Based on this motion as a guideline, the two cases referred
4 to were withdrawn.

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1 CASE #8-8-4080

AUGUST 14 1968

11:43 A.M.

2 DELTA LINES, INC., and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KINGDON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 BILL BACIGALUPI appeared on behalf of the employer.

11 DICK SARMENTO appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: OK. This is Local 70 and Delta Lines,
14 Inc.15 MR. SARMENTO: A few years back, the company and 468 came
16 to some kind of agreement how they are going to run the northern
17 end as far as pertaining to the short line drivers. The
18 agreement that was reached between the company and the 468 local
19 was to run these guys under the line provision as far as the
20 mileage, under the mile provision, to make the turns to get the
21 trucks in sooner, where they don't hang out on the road.22 Now, I don't care what agreement 468 and Delta reached.
23 It has nothing to do with Local 70. But at that point, when a
24 line driver now comes in from the north, as we call it, the
25 local union feels they shouldn't be doing the hostling work in
26 the yard, because the agreement was reached by 468 and Delta that

1 these people were going to be run under the line provision.
2 So, at that point, I feel the hostling work should come back
3 to Local 70.

4 Now, that's all the union is going to say on it because,
5 like I say, I don't care how they came to this agreement. Once
6 they reach it, this work in our contract should come back to us.

7 CHAIRMAN WILLIAMS: The employer.

8 MR. BACIGALUPI: Well, this concerns the north end men,
9 short line men making a break in the trains. Delta Lines has
10 historically had this work performed by the short line men. I
11 think the case here is the method of paying. Our short line
12 men have never been paid under the short line rate.

13 Prior to being paid miles and hours, they were paid a
14 flat trip rate. As an example, San Francisco to Sacramento,
15 we'll say, was \$15. Then some years back--it's about five,
16 as I recall--they then reverted from this flat trip basis to
17 miles and hours. They're still short line drivers, and they have
18 always done this work. We have been in business twenty years,
19 and they have made and broken their own trains.

20 There was a case back in '66 with Merchants, the transcript
21 of which I have here, the very same case, and the company's
22 position was upheld. They were operating in the same manner
23 as we were.

24 There has been no change ever in hostling work. It's
25 always been performed by these drivers. I don't know what
26 brought this about now. As I say, we have been doing it for
twenty years in the same way.

1 CHAIRMAN WILLIAMS: As I understand it, then, these short
2 line drivers come into your lot and break up their doubles.
3 Is that right?

4 MR. BACIGALUPI: Yes.

5 CHAIRMAN WILLIAMS: And Local 70 is claiming the hostling
6 work of the short line drivers in the lot. Is that right?

7 MR. BACIGALUPI: Yes. They come in; they drop the set
8 that they have brought in; they make up the set for taking out
9 and leave. And this is the same method of operation they have
10 operated for twenty years.

11 MR. SARMENTO: Can I say something, Roy?

12 In 1964 the Master Agreement was changed where you put
13 the burden on the employer to see that the work is directed to
14 the right local union. Now, since 1964, we used to deliver a
15 lot of freight out of town, maybe a set of doubles or singles.
16 The union who is hostling--all this work is going to the short
17 line drivers. Originally, they have a right to claim it
18 because the agreement was changed at that time.

19 Now, all the local union is claiming--since the agreement
20 was reached by the company, the guy is not getting time and a
21 half for eight hours because the provision is contrary. If
22 the man gets eight hours, time and a half after eight. These
23 people are not getting this. So I feel that they can't use
24 the line and the short line to the company's benefit. When he
25 is on the road, he is under the line provision. When he is
26 in the yard, he is under the short line provision. I feel this

1 is unjust for the union. They should run it one way or the
2 other.

3 MR. SLAYBAUGH: I would like to point out, based on
4 knowledge from way back--George King will probably recall--when
5 there were separate line contracts for California, for many
6 years it was permissible to pay short line under the short line
7 rate or under the line rate, and once they had paid it that
8 way, you couldn't change it for line contract. That's why your
9 company did that, and many companies.

10 I suppose that clause went out of existence back about
11 1961.

12 MR. KIRBY: Around '58.

13 Even though it did go out, many companies are under that
14 practice. But that didn't mean that the man wasn't a short line
15 driver and that he suddenly became a long line driver simply
16 because he was paid on long line basis.

17 You mentioned earlier, Sarmento, you didn't care what
18 agreement 468 made with them, but you have said that because
19 the man is being paid the line rate, he shouldn't be allowed
20 to break up his own equipment. Yet it is a fact that the short
21 line driver can break up and make his own equipment.

22 So the point, I presume, that you are making is that the
23 man is not a short line driver; he is a line driver. The
24 company is arguing he is a short line driver.

25 MR. SARMENTO: I cannot interfere in an agreement that
26 was made by Delta and 468. But once they make the agreement

1 and it affects my local, I have to interfere.

2 At this point, they agree that these people are line
3 drivers. They run them according to line drivers, pay them
4 according to line drivers. They should uphold the rest of the
5 contract when they come in the yard.

6 CHAIRMAN WILLIAMS: Let me ask another question. He says
7 that he's done this for twenty years and there's never been any
8 claim by Local 70. Hasn't the situation been the same, or did
9 Local 70 use to do the work prior to this case coming up?

10 MR. BACIGALUPI: No.

11 MR. SARMENTO: I can answer that. Before '59, the local
12 union and the line was all one log. In '59, when 468 got its
13 own charter, then the situation changed because it was separate
14 unions.

15 CHAIRMAN WILLIAMS: I see, I see.

16 MR. KING: Let's go off the record for a minute.

17 [Remarks outside the record.]

18 MR. KIRBY: Executive session.

19 [Executive session.]

20 MR. KIRBY: I move that the method of pay does not change
21 the definition of short line, and therefore, based on the facts
22 of this case, the claim is denied.

23 MR. KING: Second.

24 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
25 question?

26 All those in favor, signify by saying "Aye." Those

1 opposed?

2 The motion is carried.

3 [Whereupon, the parties returned to the hearing room and
4 the motion was read by the reporter.]

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1 CASE #8-8-4082

AUGUST 14 1968

1:43 P.M.

2 O. N. C. MOTOR FREIGHT SYSTEM, and

3 LOCAL 70, Oakland, California

4 LOCAL 85, San Francisco, California.

5 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 WILLARD GALBRAITH appeared on behalf of the employer.

11 ROY NUNES appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case No. 4082 involving
14 Local 70 and Local 85. Is that right?

15 NUNES: [Nods head affirmatively.]

16 CHAIRMAN WILLIAMS: Now, off the record.

17 [Remarks outside the record.]

18 MR. NUNES: Article 51, 52 and 53 (3).

19 "...on starting time and shifts, swing shift employees
20 were being paid as per Article 51, Classification "Platform
21 Men" with established rate as per contract. Employees were
22 also being paid as per Article 52 (4), shift differential of
23 10% premium. The Company on its own volition decided to
24 guarantee its night employees 10 hours per shift."

25 As, in this case, employees' quitting time would normally
26 be 1:30 a.m., employees would go home at different times prior

1 to the 1:30 quitting time. Company supervisors would then
2 punch out employees' time card with the hours not worked until
3 1:30 a.m. plus two hours of overtime. In Local 70, this was
4 done approximately for a week or seven days. In Local 85, this
5 ten-hour guarantee is still in effect.

6 Relief being sought: Local 70, along with Local 85, is
7 claiming the company has set a rate of pay for the swing shift
8 employees. Therefore, Local 70 is requesting all back monies
9 due Local 70 employees; also requesting that the rate also be
10 continued in Local 85. At this point, I would like to stipulate
11 that 85 has settled its portion of its grievance, and I'm here
12 today to get ours settled.

13 That's our case.

14 CHAIRMAN WILLIAMS: Any questions of the union?

15 The employer.

16 MR. GALBRAITH: This condition that Roy is talking about
17 came about at the time that we made our change of operation,
18 moving part of the operation to the San Francisco side. And
19 the seven days or five days--whichever it is that Roy says the
20 company offered--paid the San Leandro men, the ten-hour guarantee,
21 as soon as we found out about this, we began to check with the
22 supervisor on duty on the swing shift and he flatly denied that
23 it was so.

24 So then I talked to Roy and I checked the time cards, and
25 it was impossible to tell from the time cards whether the
26 condition did exist, because the time card reflected the amount

1 of hours the man was paid.

2 But when we found out about it, we quit it immediately.
3 We told the supervisor,--he denied--"But if you are doing it,
4 knock it off," and he did. He did, and we watched then to see
5 that the men weren't going home, and he didn't continue it
6 beyond the seven-day period.

7 So we, as the company, it's not our policy to establish
8 above-contract conditions if we know it, and the fact that they
9 may have worked the seven days--I can't say that they didn't;
10 we paid them for the time they didn't work, but they did stop
11 after the seven days--and we feel that this was a condition that
12 a supervisor took upon himself, without authority, and as soon
13 as management found out about it, we stopped the issue. And
14 it's our feeling that because we stopped it and don't permit it,
15 that the decision probably would be in our favor that we didn't
16 establish a practice for the employees.

17 CHAIRMAN WILLIAMS: Have you got any questions to ask the
18 employer?

19 MR. KING: I would like to ask one.

20 Gaby, since the filing of this thing, hasn't 85 agreed
21 with you on a specific number of people and not on an entire
22 shift?

23 MR. GALBRAITH: That's right.

24 MR. KING: That was the basis for your settlement-- Right?

25 MR. GALBRAITH: Right.

26 MR. KING: --that it won't be applicable to the whole

1 shift or new hire; only two or three people.

2 MR. GALBRAITH: It would be established as personalized
3 working condition for these three only so long as they stayed
4 on this shift.

5 CHAIRMAN WILLIAMS: Anything else?

6 MR. NUNES: Just in Local 70's behalf. We feel that if
7 Local 85 is entitled to it, so is Local 70.

8 CHAIRMAN WILLIAMS: Executive session.

9 [Executive session.]

10 MR. KING: I move that, based on the evidence presented
11 in these two cases, the claim of Local 70 is denied.

12 MR. KIRBY: Second.

13 CHAIRMAN WILLIAMS: All those in favor, signify by
14 saying "Aye." Those opposed?

15 The motion is carried.

16 [Whereupon, the parties returned to the hearing room and
17 the motion was read by the reporter.]

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1 CASE #8-8-4056

AUGUST 14 1968

2:05 P.M.

2 O. N. C. MOTOR FREIGHT SYSTEM, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 WILLARD GALBRAITH appeared on behalf of the employer.

11 ROY NUNES appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case 8-8-4056 involving
14 Local 70, Oakland, and O. N. C. Motor Freight System.

15 Go ahead, Roy.

16 MR. NUNES: Under Article 6, 45 and 60, we filed a case,
17 on April 9 1968, where a line driver by the name of Herman, out
18 of Redding, came into the Oakland yard at 5:46 a.m. with
19 tractor 1243 and trailer 8142 and 7677, and picked up dolly
20 3517. He dropped trailer and dolly 3517 and 7677, picked up
21 dolly 3472 and trailer 7825 and went to San Francisco at 6:05 a.m.

22 The union is claiming two hours pay at time and one-half
23 for the man entitled to early starts, as this hooking-up and
24 breaking-up is hostler work. Also claiming that this is local
25 work, moving equipment from Oakland to San Francisco, and
26 request that this practice be stopped immediately, as this has

1 historically been Local 70 work. Also claiming a day's pay for
2 a man laid off from the move from San Leandro to San Francisco.

3 This gets pretty naughty!

4 Going back to the change, the decision of the change in
5 No. 4 says: "The decision did not authorize changes in the
6 historic Trans Bay operation except to permit a Local 85 bid
7 line driver to depart from San Francisco with one box, to go
8 to Oakland and pick up the second box and proceed on to his
9 bid destination, and the reverse with Local 468 bid drivers."

10 Now, in No. 4, when we entered the change, Local 70
11 mentioned many times that we had a shuttleman and it was a bid
12 by Local 70, and we proved the bid in the change. The company
13 said we didn't have it, and we produced the man, showing the
14 man that had bid it to shuttle trailers from Oakland to San
15 Francisco.

16 In the same sense, we didn't want to penalize 468, because
17 they would actually relieve in Alameda County, entering 85's
18 territory with the box from Oakland, which is our work, and then
19 picking up their second box, going back over in Alameda County
20 and then going over to their destination. We did agree that
21 they could do this.

22 We agreed that Local 85 could bring over a box to
23 Oakland, if it was a box that he was going to continue to his
24 destination, to pick up his second box.

25 Now, the company has taken the position that they can
26 move empties back and forth. Well, if they move the empties

1 back and forth, it's cutting our bid man out of his work.

2 Now, this line driver that came in from Redding was in
3 at 6:45 a.m., I believe. Is that what it was?

4 MR. GALBRAITH: 5:45.

5 MR. NUNES: Generally, we have hostlers on duty from 6 a.m.
6 every morning. So when he left the terminal, it was 6:05 a.m.
7 So, when he entered the terminal, if he had waited a few minutes,
8 the local man could have broken this equipment up, or he could
9 have dropped his equipment there and bobtailed over.

10 Now, my understanding is that 468 have allowed, in some
11 cases, in the winter periods, the winter months, where it is
12 raining, because of the slickness of the bridge, allowed a man
13 to pull an empty over, so he doesn't slip all over that bridge.
14 But other than that, that's the only time they are allowed to
15 bring equipment.

16 MR. SLAYBAUGH: A 137 man?

17 MR. KING: He's probably a Medford man. They don't have
18 domiciled drivers.

19 CHAIRMAN WILLIAMS: You're not quarreling that if the
20 Medford guy would come by over there, drop a box and pick a
21 box and continue to San Francisco--

22 MR. KING: This is his quarrel.

23 CHAIRMAN WILLIAMS: That's what I was going to say.

24 MR. KING: Let me ask a question so that there is no
25 misunderstanding. You better get this straightened on the record.

26 Due to the change of operation in Oregon, Nevada and

1 California, and so that there is an equalization--and this is
2 the reason why of the agreement--so there is an equalization
3 of the trips between 85 and 70, I mean, 468, Local 70, Local
4 468 drivers were permitted to take a loaded rig over to San
5 Francisco, and pick up one and go out of the jurisdiction or
6 through the jurisdiction as long as they were going out of the
7 area.

8 Local 468 has not permitted, as I understand the agreement--
9 you correct me if I am wrong--to take any loaded boxes from
10 Oakland and drop them in San Francisco, and then pick up a box
11 and come out.

12 MR. NUNES: They can only come in with the box.

13 CHAIRMAN WILLIAMS: They've got--

14 MR. NUNES: That's part of their trip.

15 CHAIRMAN WILLIAMS: --to hook another one and continue on
16 to their trip.

17 MR. KING: They double back. This is the funny part.
18 They have to double back because of the geographic situation
19 here. 85 can come over with a full one, pick up a loaded one
20 in San Leandro and go. The only thing that 85 is prohibited
21 to do, under the agreement between 70 and O. N. C. and 85, they
22 can't take freight from San Francisco, a loaded box, bring it
23 to Oakland and drop it, and pick up another, because that would
24 be definitely infringement on the Trans Bay operation. Is
25 that right?

26 MR. GALBRAITH: That's right.

1 MR. KING: I just wanted it straightened on the record
2 because some guys are screaming now. 85, since, has been
3 screaming, and 468 people are taking the position that they
4 don't want to cross the Bay; they want to be paid extra money.
5 And the only reason that this agreement was reached was that,
6 prior to that, they were letting all the 85 guys take the load,
7 and the 468 guys weren't getting any load. Now, you give them
8 their proper share of the load, and they want the additional
9 miles to go. One guy even had the audacity to say he has filed
10 a claim for a day's pay under the agreement.

11 I just wanted it spelled out on the record. It will save
12 us a lot of cases in the future--that portion anyway.

13 MR. NUNES: I am trying to find an inter-office memo that
14 will strengthen our case.

15 CHAIRMAN WILLIAMS: Off the record.

16 [Remarks outside the record.]

17 CHAIRMAN WILLIAMS: Let's go back on the record.

18 MR. NUNES: This was an action memo in O. N. C., notice
19 from one terminal to the other terminal and from supervisor to
20 supervisor. And this was took. Swindelo from R. W. Frye which,
21 I believe, at that time was the terminal manager, and his
22 orders were taken from Mr. Bert Pendleton. He says:

23 "Starting tonight, 5/9/68, there will not be any
24 across-the-Bay hostling of any kind by local
25 personnel. To be brief, our local men on the
26 dock or drivers will not leave this yard. We

1 will not do any hostling during the daytime
2 either. Local 70 will do all the Trans Bay
3 hostling. If you have a partial trailer and
4 San Leandro has a fill-out freight, they will
5 either come over and get it, or you will send
6 a line driver, 85 or 468, with his box, and
7 the one to be filled out at San Leandro to
8 San Leandro, and let them fill it out. We
9 do not handle it.

10 "We will not receive Salinas trailers nor
11 Sunnyvale trailers from now on. Therefore,
12 the freight will be lighter at night."

13 There's no use me reading the rest of this, because it
14 doesn't pertain to this case. But I want to emphasize here
15 that they admit that it's only with the trailer that they are
16 loaded with to go to San Leandro, pick their second box and go,
17 and in reverse, with 468. The hauling of anything else belongs
18 to Local 70 under the change, the historical Trans Bay operation.

19 CHAIRMAN WILLIAMS: Gaby.

20 MR. GALBRAITH: This memo, that letter Roy read, I will
21 explain what it is. Frye was the terminal manager in San
22 Francisco, and Swindel was a line dispatcher at San Francisco,
23 and it's instructions to him put in a written form, of course,
24 for him to understand what the procedure was to be, written
25 immediately after the hearing of our change of operation in
26 the May JWAC.

1 The case itself, we're relying on the line contract,
2 Article 52 (c), which provides for line drivers to drop and pick
3 at centers and points and intermediate terminals.

4 Going back to this particular dispatch, this man Herman
5 actually is a man that is domiciled in Medford. He was
6 dispatched out of Medford with instructions to stop at Yreka,
7 Mount Shasta, Redding, Oakland and San Francisco, where he
8 would die in San Francisco.

9 The trailer numbers given by Leroy reflect one trailer he
10 left Medford with and one trailer he had picked up in Redding
11 which was destined to Oakland, with 4,000 pounds. The second
12 trailer he left Medford with was a trailer with way freight and
13 Yreka and Redding freight on it, and it died in Redding.

14 As he arrived in San Leandro, 5:45 in the morning, he
15 dropped the trailer with the 4,000 pounds for San Leandro in the
16 yard, and the reason he changed dollies when he hooked up onto
17 the empty one, dolly 3422, which he pulled across the Bay, was
18 set right in front of the empty trailer for him, ready for the
19 hook. Not knowing what time he was going to get in, the night
20 hostler had set it up, ready for him to hook. So all he had to
21 do was back under.

22 And in our operation, it's an operation where it is a
23 necessity to keep the trailer pool in balance. And when a driver
24 arrives at a terminal, a line driver enroute and drops the
25 trailer, then, to keep our trailer pool in balance, he needs to
26 pick up an empty one. Otherwise, we will find ourselves with

1 a tractor and no trailers. This is to be able to keep our pool
2 in balance. This is what he did. He went from San Leandro to
3 San Francisco for the purpose of keeping our trailers in balance
4 and his dispatch, as I mentioned, was to go through San
5 Leandro, an intermediate terminal, where he dropped the box with
6 freight on and he picked up an empty to the destination point of
7 San Francisco.

8 I have his time card here. This shows that the trailer
9 was empty, and the movement of the trailer and the dispatch.
10 These numbers, 10, 8, 6, 3 and 2 are terminal numbers: 10
11 Medford; 8, Yreka; 6, Mount Shasta; 3, San Leandro; 2, San
12 Francisco.

13 That's what his original dispatch was, and he followed
14 through and he arrived at the terminal at a time before the
15 hostlers were on duty.

16 We need the operational privilege of having these men
17 pick empties for the balance of our equipment, keeping it at the
18 terminals where the tractors are located. We don't pull loaded
19 trailers out of San Leandro with the line drivers, and prior to
20 the change, we had no 85 drivers on the line operation at San
21 Francisco. So, consequently, all the movement of any trailers
22 that arrived in the Bay area, other than from Los Angeles to San
23 Francisco, we did have one bid run. All the freight coming in
24 the Bay area would arrive at Oakland and be distributed from
25 Oakland. And also, any freight that is in Oakland or San
26 Leandro now, where we are, if it would be for San Francisco, it

1 would be freight that is arrived from outside the Bay area,
2 because we have no operating authority to pick freight on the
3 Oakland side and deliver it to San Francisco or vice versa; we
4 have no local authority for this type of business. So all the
5 freight that arrives at Oakland for San Francisco is arrived from
6 out of town; we don't pull that freight. We just want to pull
7 the empty, when a line driver drops a trailer from Oakland or
8 vice versa; if an Oakland man went to San Francisco, on his way
9 home, dropped a load and picked up an empty to return to his
10 terminal.

11 CHAIRMAN WILLIAMS: Gaby, let me tell you something. I
12 would agree with you, with the exception of one thing. You
13 got a Trans Bay operation. You have the authority to pick and
14 drop trailers and continue on, or pick and fill trailers and
15 continue on, going in both directions. Now, what you are
16 asking for, with the Trans Bay operation already in effect and
17 bid to this effect, you're now wanting to also move empties,
18 drop a load, pick an empty, and your argument is that you want
19 to balance the trailers.

20 When you got a Trans Bay operation in the first place, it
21 would only be a matter of a few minutes, or an hour or two
22 where you could take the Trans Bay driver and do this anyway.

23 MR. KING: Let me ask you one question--two questions,
24 Gaby.

25 Have you still got the Trans Bay bid?

26 MR. GALBRAITH: Yes, we do.

1 MR. KING: Let me ask you another question. You said that
2 the hostler, the reason why this guy--I wondered in my mind--
3 but you explained it that the hostler, the Local 70 hostler
4 set the dolly in front of the trailer, so that when this guy
5 came in, he just backed right into it.

6 What time does the hostler go home?

7 MR. GALBRAITH: I don't have the records here.

8 MR. KING: Let me ask you something.

9 MR. GALBRAITH: He starts at five in the afternoon. So
10 he could have gone off at 2, 2:30 in the morning.

11 MR. KING: I assume you bid your jobs at O. N. C.?

12 MR. GALBRAITH: Yes.

13 MR. NUNES: Yes.

14 MR. KING: Right. OK.

15 Do you bid hostlers in the daytime?

16 MR. GALBRAITH: Yes.

17 MR. KING: Do you bid hostler on the swing shift?

18 MR. GALBRAITH: Yes.

19 MR. KING: Do you bid hostler on the graveyard?

20 MR. GALBRAITH: No.

21 MR. KING: All right. That's the question.

22 MR. NUNES: But may I say this: We start at six o'clock
23 in the morning.

24 MR. KING: OK. All right.

25 MR. KIRBY: One point of clarification. You don't have a
26 graveyard shift?

1 MR. GALBRAITH: No.

2 MR. KIRBY: You only have a two-shift operation.

3 MR. GALBRAITH: Yes.

4 MR. KIRBY: You have a man on bid Trans Bay.

5 MR. GALBRAITH: He starts at 5 p.m.

6 MR. KIRBY: He still starts at 5 p.m. in the evening?

7 MR. GALBRAITH: Yes.

8 MR. KING: What time does he finish work?

9 MR. GALBRAITH: He works till 2, 2:30.

10 CHAIRMAN WILLIAMS: He says 5:30.

11 MR. KING: 5 p.m. or 5 in the morning?

12 MR. GALBRAITH: Five p.m.

13 MR. NUNES: The day hostler.

14 CHAIRMAN WILLIAMS: Wait a minute. He said he started his
15 Trans Bay man--he had a bid run starting at 5 p.m. in the
16 afternoon. This trailer had to be hooked up prior to that
17 hostler--or this dolly had to be in front of the trailer they
18 were going to take over, knowing it was going to be empty,
19 prior to the guy who was a hostler on the Trans Bay going home,
20 because he didn't start till 5 p.m. in the afternoon. And he
21 could have hostled the empty trailer, and this man could have
22 dropped and bobtailed over there.

23 MR. GALBRAITH: This was 5:45 a.m., and the hostler we are
24 talking about is p.m.

25 CHAIRMAN WILLIAMS: I understand. But the Trans Bay man
26 also starts at what time?

1 MR. GALBRAITH: Five p.m.

2 CHAIRMAN WILLIAMS: Why couldn't he have taken this empty
3 over there, doing this eight-hour shift that you said, and
4 hooked up the dolly for the night hostler that went home prior
5 to two o'clock in the morning?

6 MR. GALBRAITH: Maybe they weren't empty at the time. I
7 don't know.

8 CHAIRMAN WILLIAMS: That's what I say.

9 MR. KING: It had to be empty. You said that they--

10 CHAIRMAN WILLIAMS: Off the record.

11 [Remarks outside the record.]

12 MR. KIRBY: The motion is that the 85 and 468 operation
13 is clarified on the record, including the movement of empty
14 trailers, and that line drivers from other domiciles may pick
15 up empties at San Leandro and continue on to San Francisco for
16 lay without violating the local agreement.

17 This claim, therefore, is denied.

18 MR. KING: Second.

19 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
20 question?

21 All those in favor, signify by saying "Aye." Those
22 opposed?

23 Motion carried.

24 [Whereupon, the parties returned to the hearing room and
25 the motion was read by the reporter.]

26 - - -



1 CASE #8-8-4058

AUGUST 14 1968

10:53 A.M.

2 PACIFIC MOTOR TRUCKING COMPANY, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman

DON M. SLAYBAUGH

8 GEORGE KING

GORDON KIRBY

9 APPEARANCES:

10 ROBERT MARSHALL appeared on behalf of the employer.

11 LOUIS RIGA appeared on behalf of Local 70.

12 ANTHONY DAY, the grievant, appeared on his own behalf.

13 - - -

14 CHAIRMAN WILLIAMS: All right.

15 This is Case 4058 involving Local 70 and Pacific Motor
16 Trucking Company. 10:53.

17 And since it is a discharge or removal from the seniority
18 list, which is the same thing, the employer, under the rules here,
19 goes first.

20 MR. MARSHALL: Under date of February 12th, under the
21 provisions of Local 70 local agreement, Article 39, Section 4,
22 Mr. Day was sent a telegram, as provided in the agreement, to
23 report for work, and in this telegram, he was advised to do so
24 within 72 hours.

25 Failing to do so, on February 16th, he was sent another
26 telegram that he was removed from the seniority roster.

1 MR. KIRBY: What was the date of the first telegram?

2 MR. MARSHALL: February 12th.

3 MR. KIRBY: What day of the week was February the 12th?

4 MR. MARSHALL: I don't know.

5 CHAIRMAN WILLIAMS: Has anybody got a calendar?

6 MR. MARSHALL: Yes, I have.

7 February 12th was a Monday. The 16th was Friday.

8 CHAIRMAN WILLIAMS: And then you sent another telegram
9 when?

10 MR. MARSHALL: On February 16th, advising him that he
11 was being removed from the seniority roster. The union was also
12 sent a telegram.

13 That's all I have at this time.

14 MR. RIGA: Well, yes. You want me to introduce the
15 parties involved?

16 MR. KING: Give the name for the record.

17 THE REPORTER: I have them.

18 MR. RIGA: Louis Riga, business agent for Local 70, and
19 Anthony Day, the employee involved.

20 In the first part of February, Tony Day here had called
21 Benjamin Stevens, who is the chief dispatcher on the day shift,
22 and advised him that he had a hernia up in the upper part of his
23 abdomen and that he was under doctor's care.

24 Automatically, under the terms of our agreement, he's on
25 a one-year sick leave automatically. He doesn't need a leave
26 of absence. It's deemed to be a one-year leave of absence for

1 sickness or off-the-job injury. And he had called Stevens and
2 advised him of this. He was on layoff status, of course, at
3 this time.

4 Then, of course, the company, on February 12th, sent a
5 72-hour telegram advising him to return to work. Now, Mr. Day
6 was at this time living at his sister's house in San Francisco,
7 and his brother was living at his apartment in Oakland. Now,
8 his brother, who since that time has deceased, also had an
9 alcoholic problem. He signed for this telegram, never contacted
10 Tony here. And so, Tony was at his sister's house, under
11 medical treatment.

12 Eventually, the company followed it up with this other
13 telegram stating that he was taken off the seniority list
14 because of failure to respond in the first 72-hour telegram.
15 And, of course, this also was signed by his brother at the
16 apartment.

17 Now, Tony did not know about these two telegrams, and
18 Tony, later on, of course, would have his sister go over and
19 pick up the telegrams at his apartment--I mean, his mail at his
20 apartment. So his sister went over and noticed these two
21 telegrams, and came back and called the company and talked to
22 one of the supervisors--and, of course, she didn't get the name
23 of the supervisor--and she asked the supervisor why the telegrams.
24 And he said they hadn't heard from Tony, and she advised them
25 that he had called this Stevens and he said he would check into
26 it.

1 And meanwhile, Tony was admitted into the hospital, the
2 VA hospital in Martinez. Of course, when he was in Martinez,
3 there was another PMT employee there by the name of Clark, and
4 he told him that, "As soon as you get out, you better get it
5 straightened out."

6 So as soon as Tony left the hospital, he came in to see
7 me, and I talked to Don McKnight, the assistant terminal
8 manager, and Mr. McKnight claimed that he sent a telegram to
9 the last known address and that it was received, as far as he
10 knows, and Tony Day did not answer the telegram.

11 Now, I'd like to point out one fact here. The union never
12 did receive the February 16 telegram advising the local here
13 that Mr. Day was taken off of the seniority list, and this is
14 under the terms of the agreement that they should have advised
15 us. And I also pointed this out to Mr. McKnight, but he felt
16 that Mr. Day, you know, failed to abide by the contract.

17 Now, I have Mr. Day here, and if you have any questions
18 to ask rather than have him probably repeat what I have just
19 said, it would be probably a little more--

20 CHAIRMAN WILLIAMS: I'd like to ask one question of the
21 man involved. When did you get out of the hospital, and when
22 were you able to go back to work after you had notified the
23 company of your hernia?

24 MR. DAY: April the 15th. I have the release from the
25 hospital and the doctor. I was to return April 15th.

26 MR. SLAYBAUGH: Might I ask Mr. Day a question?

1 Whenever you moved over to your sister's, did you notify
2 the company of your change of address, where they could reach
3 you?

4 MR. DAY: No sir, I did not. I don't have a phone. I
5 did not, at the time, think that it would be necessary.

6 CHAIRMAN WILLIAMS: Well, to take the position of the
7 driver here, that certainly if he had called and told them of
8 his illness--he had a year under the contract--and then I
9 assume that it's his responsibility to notify the company when
10 he is ready to go back to work after reporting ill.

11 MR. RIGA: That's right.

12 MR. DAY: I did.

13 MR. KIRBY: When did you?

14 MR. DAY: When I got out of hospital. Then I went to
15 him with these telegrams.

16 MR. KIRBY: When did you go to Mr. Riga with the
17 telegrams?

18 MR. DAY: Let me see. I got out of the hospital on
19 March 25th, I think. I'm not positive. I'm not positive.

20 MR. RIGA: It must have been about the third week in
21 April, because this original grievance is filed April 22 '68.
22 I know I filed this within a day or two right after he came
23 into my office, because I contacted management and they refused,
24 you know, to put him on back on the steady payroll.

25 MR. SLAYBAUGH: I'm a little confused. Will you help me
26 out? That whenever his sister got the telegram--

1 MR. RIGA: You mean, the sister?

2 MR. SLAYBAUGH: The sister went over and got the mail and
3 took it back. Was the company contacted then?

4 MR. RIGA: Yes, his sister called them.

5 MR. SLAYBAUGH: Mr. Day, you didn't contact them?

6 MR. RIGA: No. His sister called.

7 MR. SLAYBAUGH: Who did she talk to?

8 MR. RIGA: She didn't know.

9 MR. DAY: You said a supervisor, Lou. As I remember,
10 she said that some lady--

11 MR. RIGA: It was a lady.

12 MR. DAY: --she said, for Mr. McKnight. Mr. McKnight was
13 out of his office, and she said, "Will you make sure that he
14 gets this message?"

15 MR. RIGA: That could be Mr. McKnight's secretary.

16 MR. DAY: I don't understand, because she had been very
17 good to me at other times.

18 MR. KIRBY: This telegram was sent in February. You
19 filed your grievance in April.

20 MR. RIGA: That's right, because this February 16th
21 telegram was never received by the local that he had been taken
22 off. We felt that he had answered this telegram; he wasn't
23 working, and the company made a mistake. And it was brought
24 up in Joint Council 7 by Mr. Hodghead that they made a mistake
25 and did not notify the union of the February 16th telegram.

26 MR. KIRBY: When did you go in the Martinez hospital, Mr.

1 Day?

2 CHAIRMAN WILLIAMS: He got out on March the 25th.

3 When did he go? How long was his stay?

4 MR. RIGA: When were you admitted in there?

5 MR. DAY: I don't know.

6 MR. RIGA: Was that two weeks, three weeks?

7 MR. DAY: It was over two weeks.

8 MR. KIRBY: It was for a hernia operation?

9 MR. DAY: No. They felt that by proper diet and sleeping
10 with my head elevated, that it would heal, which apparently
11 it has.

12 MR. KING: Let me ask another question. How long have
13 you been there?

14 MR. DAY: At PMT?

15 MR. KING: Yes.

16 MR. DAY: Approximately four years, going on something
17 like that.

18 MR. KING: Four years.

19 MR. DAY: Four years.

20 MR. SLAYBAUGH: Have I got this straight, Mr. Day?

21 You were actually on layoff at the time you became ill?

22 MR. DAY: Oh, no.

23 MR. SLAYBAUGH: You became ill first.

24 Is that what your record shows, Bob?

25 MR. MARSHALL: Well, he was on layoff, because the
26 telegram was sent to him on February 12th to report.

1 MR. DAY: You mean, prior to the telegram, I was on layoff?
2 No.

3 MR. SLAYBAUGH: Were you on layoff?

4 CHAIRMAN WILLIAMS: He called the company.

5 MR. RIGA: You were on layoff, weren't you?

6 MR. DAY: April of 1967, my foot was busted--left foot--
7 and I was off. I lost seven months' work from that, and I
8 had returned to work and I had not been laid off.

9 MR. RIGA: I have to apologize because I made that
10 statement in my presentation.

11 MR. KING: He got off because he had this problem here.
12 He took off.

13 MR. DAY: Right, and I called Steve on that.

14 MR. SLAYBAUGH: Bob says the record shows that he was on
15 layoff. Why would he get this telegram if he weren't on layoff?

16 MR. KING: Because, under the Joint Council 7 agreement,
17 if you report in ill and it's a non-occupational injury, you're
18 off, you're just on layoff. You're considered off then. You're
19 off for a year.

20 MR. SLAYBAUGH: But you recall people from the bottom
21 of the seniority list. If he wasn't laid off, he wouldn't have
22 been the low man on the list; he wouldn't have had the telegram.

23 MR. KING: Certainly. He is a four-year man. So when
24 they started to pick up business, the supervisor may have sent
25 him a wire, saying we ought to see if this guy is ready.

26 MR. SLAYBAUGH: I think the company sends an across-the-

1 list telegram, because a lot of people forget the illnesses at
2 that time, and they might have asked the man to verify.

3 I think it makes a whole lot of difference. It hinges on
4 whether he was on the sick leave at that time or not.

5 MR. KIRBY: One thing that confuses me, Mr. Day, and I
6 don't recall this at the local area. Possibly I wasn't there.
7 Did you attend at the local area at Joint Council 7?

8 MR. RIGA: No. He was there many times, and we never got
9 the case heard. It was about three or four times, and we never
10 got the case heard. And then, of course, the time it was heard,
11 myself and Mr. DeCosta presented the case. He was not there.

12 MR. DAY: I was in the hospital.

13 MR. RIGA: You were back in the hospital.

14 MR. KIRBY: Your apartment is in Oakland. Your sister is
15 in San Francisco.

16 MR. DAY: Let me back up on this. When was the last
17 hearing out at South City?

18 MR. RIGA: I guess it's June 20th, I think it was when
19 this was heard--June 20th. This is the meeting. June 20th was
20 when your case was deadlocked, the JC7.

21 MR. DAY: June--

22 MR. RIGA: --20th. That's the time it was heard, on ~~contact~~
23 Thursday, June 20th.

24 MR. KING: How many times did you go prior to that here
25 and it wasn't heard?

26 MR. RIGA: It was about four. He had his sister there, too.

1 MR. KING: He went four times and the Committee didn't have
2 time to hear the case.

3 MR. RIGA: I tell you what happened. It was way down on
4 the bottom of the agenda.

5 CHAIRMAN WILLIAMS: Let's go off the record.

6 [Remarks outside the record.]

7 MR. KIRBY: I just wanted one thing in the record.

8 You don't have a copy to the union of your February 16th
9 telegram?

10 MR. MARSHALL: No. I have a copy of the one on February
11 12th, but not on the 16th. The one on the 16th advised him
12 that he was being removed from the seniority list because of
13 his failure to report. And this is, of course, in accordance
14 with the last paragraph of Section 4 of Article 39 in the
15 agreement, which, I'm sure, it isn't necessary for me to quote.

16 CHAIRMAN WILLIAMS: Anything else?

17 Excuse the parties.

18 [Executive session.]

19 MR. KING: It is the decision of this Committee that Tony
20 Day be returned to work with full seniority and no back pay as
21 soon as he is physically able to do so, with the understanding
22 that it is Day's responsibility to keep the company notified
23 as to his physical illness, and any change of address during
24 the interim period is also Day's responsibility.

25 MR. KIRBY: Second.

26 CHAIRMAN WILLIAMS: You heard the motion. Ready for the

1 question?

2 All those in favor, signify by saying "Aye." Those
3 opposed?

4 The motion is carried.

5 [Whereupon, the parties returned to the hearing room and
6 the motion was read by the reporter.]

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RECEIVED

SEP 20 1968

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, AUGUST 12, 1968, at 10:00 A.M.

HILTON HOTEL - SAN FRANCISCO, CALIFORNIA

The meeting was called to order at 10:00 A.M., Monday, August 12, 1968 by Joe Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton
George Rohrer
Bob Rampy
Harry Bath
Lafe Case
Barney Volkoff
George King

Fred Hofmann
Art Trimble
Art Hardy (Alternate)
Elgie Farris
Bill Waggoner
Gene Shepherd

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, May 6, 1968 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting:

Art Hardy - Local 439
Dick Sarmento - Local 70
Wayne McFarland - Local 315
Kenny Later - Local 224
Joe Perkins - Local 692
Tom Reyes - Local 357
Charles Brenner - Local 208
Elgie Farris - Local 483
Gene Bedford - Local 692
Bill Waggoner - Local 104
O. F. Nicola - Local 180
Powell - Local 81
Clyde Crosby - I.B.T.
Ed Blackmarr - Local 208
Vince Aloise - Local 315
Lindeman - Local 396
Benny Greenfield - Local 17
Manos - Local 235
George Rohrer - Local 190

Chuck Mack - Local 70
Manny Magan - Local 208
Clyde Yandell - Local 224
Weldon Wirt - Local 224
Herb Helmers - Local 357
Ed Dietrich - Local 208
Art Trimble - Local 741
Howard Yeager - Local 150
Joe Stovall - Local 941
Horace Manning - Local 104
Charles Rice - Local 81
Jerry Vercesi - Local 468
John T. Williams - Local 208
Joe Davis - Local 315
John Murnin - Local 85
C. Burckel - Local 396
Harry Marshall - Local 17
Jack Crotty - So. Calif. JSC

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE (O.T.R.)

Joe Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
Floyd Mendenhall

Ernie Hincer - Secretary

Jerry Vercesi - Sgt.at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS:

Barney Volkoff
Art Hardy (alternate)
George Rohrer
Art Trimble
Elgie Farris
Bud Green

Jack Crotty - Secretary

Herb Helmers - Sgt.at Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner
Lafe Case
Robert Rampy
Allen Griggs
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary

Horace Manning - Sgt.at Arms

JOINT COUNCIL #7 COMMITTEE:

Roy Williams
George King

5. Powers of Attorney approved by the Western Master Freight Division (see attached).
6. Signed "Me-Too" Agreements submitted (see attached)
7. Standard Contract Participation approved by the division (August, 1968 (see attached)
8. The meeting Adjourned at 11:15.

THE FOLLOWING POWERS OF ATTORNEY

HAVE BEEN APPROVED BY

THE WESTERN MASTER FREIGHT DIVISION

Bigge Drayage Company-National Master - Local 287 Pickup and Delivery Supplemental Agreement. Concurrence from Local No. 287, May 23, 1968. Approved WMFD July 10, 1968.

Giacomazzi Brothers Transportation Co. - National Master - WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 287 May 23, 1968. Approved WMFD July 10, 1968.

LaSalle Trucking Company - National Master - WSA Pickup and Delivery, Local Cartage and Dock Workers Supplemental Agreement. Concurrence from Local No. 898 June 10, 1968. Approved WMFD July 10, 1968.

Romines Truck & Construction Co. - Western Master - Heavy Specialized & Oilfield Equipment Supplemental Wage Agreement. Concurrence from Local No. 186, June 10, 1968. Approved WMFD July 10, 1968.

Senator Truck Service, Inc. - Western Master - Cement Carriers Supplemental Agreement. Concurrence from Local No. 150, May 17, 1968. Approved WMFD July 10, 1968.

System 99 (formerly Interlines-Blankenship Motor Express-formerly Interlines Motor Express)- National Master - WSA Office Employees Supplemental Agreement Local 467. Concurrence from Local No. 467 May 9, 1968. Approved WMFD July 10, 1968.

Bigge Drayage Co. - Western Master - Heavy Specialized & Oilfield Equipment Wage Agreement. Concurrence from Local No. 87 May 31, 1968. Approved WMFD July 22, 1968.

Cunha Transportation Co., Inc. - National Master - Western States Area Pick-up and Delivery Supplement. Concurrence from Local No. 208 July 8, 1968. Approved WMFD July 22, 1968.

Ashland Oil Company- Western Master and California-Arizona-Nevada Transport Tank Supplemental Agreement. Concurrence from Local 692 February 9, 1968. Approved WMFD 2-19-68.

Evans Tank Line - Western Master and Heavy Specialized & Oilfield Equipment Supplemental Wage Agreement. Concurrence from Local 224 July 25, 1968. Approved WMFD - 7-29-68.

Kings County Truck Lines - National Master - Local 70 Pick Up and Delivery Supplemental Agreement. Concurrence from Local No. 70, February 29, 1968. Approved WMFD. 2-29-68.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME TOO" AGREEMENTS

Eckdahl Warehouse Co. and Local Union No. 856. National Master and Western States Area Office Employees Supplemental Agreement. Approved WMFD 7-30-68.

R. E. Ellis Draying Co., Inc. and Local Union No. 856. National Master and Western States Area Office Employees Supplemental Agreement. Approved WMFD 7-30-68.

Kal-Auto Transport and Local Union No. 85. National Master Automobile Transporters Agreement. Approved WMFD 7-30-68.

Richardson Freight Lines and Local Union No. 871. National Master and Western States Area Pick-up and Delivery Supplemental Agreement and the Over-the-Road Supplemental Agreement. Approved WMFD 7-30-68.

Ellensburg Transfer and Local Union No. 524. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD 7-30-68.

The following companies have entered into "Me Too" Agreements under the Western States Area Master Agreement and the Washington and Northern Idaho Bulk Commodities Supplemental Agreement: with Local No. 524:

Hubert A. Bailey, C. B. Vining, Pacific Molasses - Approved WMFD 7-30-68.

STANDARD CONTRACT PARTICIPATION

AUGUST, 1968

Albright Express and Local No. 208. National Master & Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

American Consolidators and Local No. 208. National Master & Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

American Transfer Co. & Local No. 87. Western States Area Master Agreement and C.A.N. Transport Tank Supplemental Agreement. Approved WMFD 7-26-68.

Paul Bergeno & Sons and Local No. 208. National Master & Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Best Way Auto Freight and Local No. 911. National Master & Western States Area Pick-up and Delivery and Over-the-Road Supplemental Agreements. Approved WMFD 7-23-68.

Carson Freight Lines and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Chacon Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Crescent Truck Lines and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Cuz Transportation Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Dono's General Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

D. L. Duckey Auto Freight and Local No. 741. National Master and Western States Area Pick-up and Delivery Supplemental Agreement and Over-the-Road Supplemental Agreement. Approved WMFD 7-23-68.

Embee Trucking Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Federal Refrigerated Transportation Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Francia Freight Delivery and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Gilbert Systems, Inc. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Glass Transport Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Greens Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

L. A. Machinery Movers and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Machinery Transfer and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Thomas Marrow Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Emil Montaneli and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Standard Contract Participation -Continued

Morry's Freight Service and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Ohio Transfer and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

OKA Transfer, Inc. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Pacific Loading & Unloading and Local No. 741. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Petrolane N. W. Supply and Local No. 741. Western States Area Master Agreement and the Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 7-23-68.

Pronto Delivery Service and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Ramon's & Betty Hot Lunch Wagon and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Rams Express and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Root Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Shield Trucking Company and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

States Warehouse, Inc. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Tikker Trucking Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Union Pacific Motor Freight Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Vasquez Trucking and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Washington Trucking Assn., Inc. and Jt. Council #28. Western States Area Master Agreement and the Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 7-23-68.

Webb Transport and Local No. 87. Western States Area Master Agreement and the Oilfield Equipment Supplemental Wage Agreement. Approved WMFD 7-26-68.

Webster Delivery Service and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Wescartage Company, Inc. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Westlund Trucking & Local No. 87. Western States Area Master Agreement and Full-Load -for-Hire Carrier Transportation Supplemental Agreement. Approved WMFD 7-26-68.

Yamko Truck Lines and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Yolo Transport Co., Inc. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-23-68.

Standard Contract Participation-Continued

Northern Frt. Lines and Local No. 741. Western States Area Master Agreement and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 7-29-68.

Northern Transportation and Local No. 741. Western States Area Master Agreement and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD 7-29-68.

Pacific Warehouse Co. and Local No. 165. National Master and Western States Area Automotive Shop and Truck Servicing Supplemental Agreement. Approved WMFD 7-29-68.

Tyrone's Trucking Co. and Local No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD 7-31-68.

Early California Foods, Inc. & Local No. 94. Western States Area Over-the-Road Supplemental Agreement. Approved WMFD 8-2-68.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE AND
MULTI-CONFERENCE GRIEVANCE COMMITTEE - MEETINGS OF
JUNE 20 and 21, 1968

Case #5-8-3791

Local 224, Los Angeles, California, and
Walkup's Merchants Express

DECISION:

The claim of the Union be denied.

Case #5-8-3816
#5-8-3817

Local 741, Seattle, Washington, and
Los Angeles-Seattle Motor Express

DECISION:

These cases are referred to the parties for
settlement.

Case #5-8-3780

Local 208, Los Angeles, California , and
Garrett Freightlines

DECISION:

The above captioned matter is Deadlocked.

MINUTES OF MEETING
JOINT WESTERN AREA COMMITTEE
AUGUST 12-13-14-15-16, 1968
SAN FRANCISCO HILTON HOTEL
SAN FRANCISCO, CALIFORNIA

The Joint Western Area Committee convened at 2:00 p.m., Monday August 12, 1968 at the Hilton Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Unions named as Chairman of the Joint Committee, Mr. J. J. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of May 6-7-8-9-10, 1968 were approved as distributed with the following exception:

Approval of Case #5 -8-3 723 was withheld until the next meeting of the Joint Western Area Committee.

2. Discussion of cases filed after the deadline date.
3. The August, 1968 Agenda was approved as revised.
4. The previous committees remained the same.
5. It was moved, seconded and carried, that the Rules of Procedure as revised will be submitted to the committee members in written form and upon the committee's approval will be placed into effect. These Rules are to be made a matter of record at the November, 1968 Joint Western Area Committee Meeting.
6. The Full Committee adjourned at 3:15 p.m.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pierce Freight Lines,
7-477

Clarification Local involved: 81, Portland, Oregon

The Employer requests permission to run a sleeper cab operation between Portland, Oregon and Los Angeles, via Sacramento

Note: This request was granted by the JWAC on July 18, 1962.

DECISION: (Change of Operations Committee - Transcript Page 196 - 8/14/68)
M/m/s/c/ although it appears that there may have been a technical violation of the original Change of Operations granted in 1962, the change in conditions and circumstances warrants a modification of that decision and that the restriction imposed on the Company against picking and dropping in the State of Oregon be removed.

Case # Local 180, Los Angeles, California, and
2-4-1169

Clarification Company involved: Angeles-Seattle Motor Express

This grievance is filed against Los Angeles-Seattle Motor Express because the Company is turning the Los Angeles sleeper teams at Corning, California with Portland sleeper teams when they have loads destined for Seattle, Washington.

Local 180 is therefore asking for the difference in miles from Corning to Seattle and return for Bepple and his partner at the applicable rate.

DISPOSITION: Postponed - and the committee retains jurisdiction.

Case # United-Buckingham Freight Lines
8-5-1967

Clarification Local involved: 483, Boise, Idaho
741, Seattle, Washington

Local 741 demands United-Buckingham to cease and desist operating such runs as Boise-Yakima, Pasco-LaGrande-Seattle until the operations have been discussed with the affected Local Unions and authorization has been approved by the Change of Operations Subcommittee of the Joint Western Area grievance procedure.

DECISION: (Change of Operations Committee - Transcript Page 115 - 8/14/68)
M/m/s/c/ it is the determination of this committee that the Company's bid operation northwest out of Boise is not in violation of the Change of Operations as long as it does not interfere with bid runs out of Seattle. It is further the determination of this committee that the Change of Operations did not authorize returning a Seattle-Pasco bid man back to Seattle after his rest was up via LaGrande.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Lee Way Motor Freight, Inc.
2-8-3507

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona

PRESENT OPERATION:

Clarification The Company presently operates two schedules per day, Mondays through Fridays from Los Angeles, California to Tucson, Arizona via Yuma, Arizona.

- (1) Four drivers are domiciled in Los Angeles who run Los Angeles to Yuma, layover and return to Los Angeles with two of the four drivers working on alternating days.
- (2) Two drivers are domiciled in Yuma, Arizona who run Yuma to Tucson, lay over and return to Yuma.
- (3) Two drivers are domiciled in Tucson, Arizona and run Tucson to Yuma, lay over and return to Tucson pulling against the Yuma domiciled drivers on alternate days.

The drivers domiciled in Los Angeles are members of Local 224 and the drivers domiciled in Yuma and Tucson are members of Local 310.

PROPOSED OPERATION:

- (1) Run the present two schedules per day, Mondays through Fridays from Los Angeles to Phoenix, Arizona, lay over and return to Los Angeles utilizing Los Angeles domiciled drivers.

There will be no redomicile of Los Angeles drivers involved.

- (2) Run the same two schedules per day, Mondays through Fridays from Phoenix to Tucson to Phoenix on a turnaround basis with drivers domiciled in Phoenix.

This change will eliminate the work of the two drivers presently domiciled in Yuma and the two drivers domiciled in Tucson .

There will be work established in Phoenix for two drivers.

The Company will offer employment to the displaced Yuma and Tucson domiciled drivers in the manner as established by the Change of Operations Committee in accordance with the applicable terms of the National Master Freight Agreement and the Western States Area Over-The-Road Supplemental Agreement.

The Company desires to effect this change at the earliest possible date and will pay the moving costs of drivers who are required to redomicile in accordance with the applicable terms of the Union Agreement.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-8-3507

Lee Way Motor Freight, Inc. (Continued)

Change of
Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona

Clarification

February, 1968 Decision: M/m/s/c/ that in Case #2-8-3507, the operational change proposed be approved as clarified on the record with the following provisos:

- (1) The two Phoenix-Tucson-Phoenix turnaround runs shall be offered on a seniority basis to the four Local 310 drivers who are operating the runs between Yuma and Tucson at the time this operational change is put into effect. And if any of the four elect to move to Phoenix, their seniority rights on those turnaround runs shall be governed by Article 5, Sect. 5(e).
- (2) If none of the Local 310 drivers who have been operating between Yuma and Tucson elect to move to Phoenix, then the two displaced drivers shall be offered employment at Phoenix under the provisions of Article 5, Section 5 (b) (2).
- (3) That any drivers displaced as a result of the change be offered work opportunities elsewhere in the Company's system ahead of new hires.
- (4) That this operational change be placed into effect no sooner than March 30, 1968.

DECISION: (Change of Operations Committee - Transcript Page 212 - 8/15/68)
M/m/s/c/ that it be the determination of this committee that the Company and Local 104 have correctly implemented the previous decision of this committee and that Mr. Harris' seniority date on the Phoenix board is April 1, 1968 for all purposes except for length of vacation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-8-3511

O.N.C. Motor Freight System

Change of
Operations

Locals involved: 70, Oakland, California
85, San Francisco, California

PRESENT OPERATION:

Clarifica-
tion

1. We now are operating terminals at both Oakland and San Francisco, performing pick up and delivery work at each.
2. Oakland terminal employees, members of Local 70, are performing regular pick up and delivery work within the jurisdictional territory of Local 85.
3. Freight picked up by Local 70 members in Local 85 territory is returned to the Oakland barn where it is worked.

PROPOSED OPERATION:

1. Continue to operate both Oakland and San Francisco terminals.
2. Return all work presently being performed by Local 70 members in Local 85 territory to Local 85. This work will then be consolidated with the present San Francisco routes to form new routes, such new and consolidated routes to all be handled out of our San Francisco terminal.
3. Opportunity for Oakland employees affected by the change to work in San Francisco will be in accordance with the provisions of the current National Master Freight Agreement and the decision of the Change of Operation Committee.
4. Opportunity to transfer into Local 85 by Local 70 employees will be handled in the following manner, based on the availability of work:
 - (a) The Company will post a job opportunity bid sheet for interested employees to sign.
 - (b) The bid sheet will be posted for 7 days only.
 - (c) Awards will be made based on seniority and qualifications.
 - (d) Opportunity for consideration for transfer will not extend beyond the seventh day of the posted bid sheet. Only those employees who have signed the sheet will be given consideration.
 - (e) There will be no subsequent transfer opportunities offered.
5. The effective date of this change is to be March 4, 1968.

February, 1968 JWAC Action: The operational change be approved with the following provisos:

- (1) The initial additional jobs in San Francisco shall be offered to the Oakland employees on a seniority basis and the successful bidders shall have their seniority in San Francisco under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement.
- (2) For a period of three years after the effective date of the change the Company shall offer jobs available in San Francisco to laid-off Oakland employees in seniority order and if they accept such employment they shall have their seniority at San Francisco under the provisions of Article 5, Section 5 (b) (2); one offer per employee shall satisfy this requirement.
- (3) This change shall be effective at such time as the Company's new San Francisco terminal is ready and the job openings shall be posted for bid not later than seven days prior to that time. Motion Carried.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # O.N.C. Motor Freight System
2-8-3511

Change of Operations Locals involved: 70, Oakland, California
85, San Francisco, California

Clarification May, 1968 JWAC Action: That the February, 1968
decision of this committee in Case #2-8-3511 be ratified and
confirmed in all particulars, with the following clarification:
The use of casuals from the Local 85 hiring hall shall not
constitute a violation of that decision; any casual who
acquires seniority with the Company under the 13-day rule
shall not constitute a violation of that decision, and any
interim agreement arrived at by the Company and the two
Local Unions pending the issuance of this clarification shall
not constitute a violation of that decision. Motion Carried.

DECISION: (Change of Operations Committee - Transcript Page 44 - 8/13/68)
M/m/s/c/ to continue the case under the jurisdiction of this committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express
2-8-3671

Change of Operations Locals involved: 313, Tacoma, Washington
378, Olympia, Washington
741, Seattle, Washington

The Employer, Pacific Intermountain Express, stationed a piece of tanker equipment temporarily in the Olympia area. At this time business has changed to the extent that it is desired that this equipment and the man to operate the same be located permanently at the Olympia, Washington location, and the Company asks for an order of the Change of Operations Committee authorizing this.

DISPOSITION: Postponed - Committee retains jurisdiction.

Case # Local 81, Portland, Oregon
5-8-3710

Change of Operations Company involved: Consolidated Freightways

Clarification In the Change of Operations (#5-8-3710) granted by the committee, the man on the run from Walla Walla to Lewiston was moved into Portland with the run. It is the Union's contention that there was a misunderstanding of the man's position inasmuch as the Company's northwest seniority system provided that the vacancy should have been bid by all drivers when Andy Jeppe retired. Inasmuch as this was not put up to bid in accordance with the rules, we feel that the bid was still open.

DECISION: (Change of Operations Committee - Transcript Page 249 - 8/15/68)
M/m/s/c/ that this case be Postponed to the next Agenda and that the Coordinator of the Western Master Freight Division be requested to give notice to Local 556, Walla Walla, Washington, and Mr. Buel, the driver involved personally, of the postponement, and that Mr. Buel be advised by certified mail of his right to be present at the hearing.

Case # Local 180, Los Angeles, and Local 224, Los Angeles, California,
5-8-3719

Change of Operations Company involved: Milne Truck Lines

Clarification Local 224 hereby requests a clarification of Change of Operations Case #9-489 heard in 1962 and Case #5-8-3719 with respect to the following:
Local 224 member Herschel Wright requests that his seniority date be changed on roster to comply with decision in Change of Operations Case #5-8-3719, contending that in 1963 when he and Teeters moved to Los Angeles from Yuma they were placed at bottom of seniority roster, and now two additional men have moved to Los Angeles and dovetailed with full seniority accrued from Wells Truckaway.

DECISION: (Change of Operations Committee - Transcript Page 17 - 8/13/68)
M/m/s/c/ in Case #5-8-3719, with regard to the clarification of the seniority issues raised by the parties, that under the authority of Article 5 Section 7 of the National Master Freight Agreement it be the determination of this committee that the Company be directed to reconstruct its seniority list as Los Angeles on the following basis:

(Continued on following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180 - Local 224, Los Angeles, California
5-8-3719

Change of Company involved: Milne Truck Lines
Operations

Clarification (Continued from Page 6)

DECISION: (1) The Milne date of hire shall determine the respective positions on the seniority list, with the understanding that for all former Wells employees - - including Wright, McGinnis and Cunningham - that the date shall be January 9, 1959; (2) As to the former Wells employees, among themselves, their former Wells seniority dates shall be used for determining their relative positions for layoff and work selection purposes; (3) The earliest date, either Wells or Milne, shall be used to determine length of vacations; (4) There shall be no retroactive application of this determination and no runaround or money claims shall result therefrom; (5) This decision shall be effective August 14, 1968, provided that the Company shall not be required to rebid until the next annual bid date, which is in December.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-8-3720

Milne Truck Lines, Inc.

Change of
Operations

Locals involved: 180, Los Angeles, California
222, Salt Lake City, Utah
224, Los Angeles, California
467, San Bernardino, California
631, Las Vegas, Nevada

PRESENT OPERATION:

- (a) Three (3) bid single man runs per night, six (6) nights per week, from Salt Lake City, Utah to St. George, Utah, lay and return, operated by six (6) Salt Lake City domiciled drivers.
- (b) Two (2) regular single man runs per night, six (6) nights per week, from St. George, Utah, to Salt Lake City, Utah, lay and return, operated by a four man rotating board at St. George, known as the "A" Board.
- (c) Four (4) regular single man runs per night, six (6) nights per week, St. George, Utah, to Barstow, California, lay and return, operated by a nine (9) man rotating board at St. George, Utah, known as the "B" Board.
- (d) A three (3) man rotating board at St. George, Utah, known as the "C" Board, which pulls St. George - Las Vegas turn-arounds and extra St. George - Salt Lake City runs as freight requires.
- (e) A four (4) man extra board at St. George, Utah.

NOTE: All of the above referred to drivers are members of Local 222, Salt Lake City, Utah, and are on a common line seniority list.

- (f) Four (4) Barstow - Los Angeles - Barstow turnaround runs per day, six (6) days per week, operated by four (4) drivers domiciled at Barstow, California, members of Local 467.
- (g) Pursuant to agreement, the Los Angeles extra board (Local 224) is entitled to pull the fifth Utah destined load from Los Angeles six (6) nights per week as far as Las Vegas, and also the sixth (6th) Utah destined load five (5) nights per week as far as Las Vegas.
- (h) The overflow over and above the runs referred to above are operated by Los Angeles domiciled sleeper teams, (2 teams, (4 men).

PROPOSED OPERATION:

- (1) Eliminate the Los Angeles to Salt Lake City sleeper operation. The four displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (2) Eliminate the Barstow - Los Angeles turnaround operation. The four displaced Barstow drivers will be offered employment opportunities at Los Angeles, and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority list.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Milne Truck Lines, Inc. (Continued)
5-8-3720

Change of
Operations

PROPOSED OPERATION:

- (3) Bid one (1) additional run per night, six (6) nights per week, from Salt Lake City to St. George. (This will require two (2) additional men to be domiciled at Salt Lake City).
- (4) Bid one (1) St. George - Las Vegas - St. George turnaround, six (6) nights per week. (This will absorb one (1) man domiciled at St. George).
- (5) Bid two (2) single man runs per night, six (6) nights per week, from Los Angeles to St. George, lay and return, to be operated by Los Angeles domiciled drivers. (This will absorb four (4) Los Angeles domiciled men).
- (6) Eliminate the St. George-Barstow "B" Board operation as described in Paragraph (c) of the present operation shown above, and terminate all existing agreements insofar as such "B" Board is involved. In lieu thereof, bid four (4) single man runs per night, six (6) nights per week, from St. George to Los Angeles, lay and return, to be operated by St. George domiciled men. (This will absorb eight (8) men domiciled at St. George).
- (7) Eliminate the existing "C" Board at St. George, and terminate all existing agreements and understandings insofar as the "C" Board is concerned.
- (8) Maintain a rotating extra Board at St. George, Utah, the size of such board to be determined by the Company's operational needs from time to time.
- (9) Terminate the existing agreement requiring that the 5th and 6th Utah destined loads out of Los Angeles be pulled by the Los Angeles extra board as described in Paragraph (g) above.
- (10) Overflow freight to be handled as operating conditions require by extra boards at Salt Lake City, St. George, and Los Angeles.
- (11) The Company proposes to rebid all of the regular positions as established in the proposal set forth above so that all of the affected drivers may exercise their seniority (as determined by the Change of Operations Committee) on those positions.

May, 1968 JWAC Action: The committee will retain jurisdiction until the August, 1968 JWAC.

DECISION: (Change of Operations Committee - Transcript Page 29 - 8/13/68)
M/m/s/c/ that the operational change as agreed to by the parties and placed in effect be approved and that the seniority date of driver Smith at Salt Lake City shall be his date of transfer to Salt Lake City for all purposes except for length of vacation - - in which instance his Company seniority date shall apply.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California,
5-8-3894

Change of Company involved: I. M. L. Freight, Inc.
Operations

Clarification On approximately April 26/68 I was a member of Local 208 and the Company said there was a position available on the (Local 224) line to Vegas. I accepted position in good faith not knowing that a month later I. M. L. would close the Las Vegas branch. I am claiming to be restored to my rightful position on the 208 seniority board under the above mentioned Article and Sections. Signed: Pete R. Castillo, Jr.

DECISION: (Change of Operations Committee - Transcript Page 112 - 8/14/68) M/m/s/c/ after reviewing the matter of the case filing which appears before us at the present time, it appears that the request for interpretation by 208 is more nearly a request for interpretation of a contract provision, and accordingly, this case be referred to the Main Committee for interpretation.

NOTE: See Main Committee for final disposition.

Case # Asbury Transportation Company
8-8-3905

Change of Local involved: 87, Bakersfield, California
Operations

Asbury Transportation, with the mutual consent of Local 87 Bakersfield, California, has discontinued the operation of a five-times-weekly schedule originating in Taft, California and turning at Los Angeles.

AGREED-TO-CHANGE.

DECISION: (Change of Operations Committee - Transcript Page 40 - 8/13/68) M/m/s/c/ that the Agreed-To change in Case #8-8-3905 be approved; that driver Barrett who formerly was on the Taft-Los Angeles-Taft turn operation of the Company be placed on a three year layoff status; that the Company offer Mr. Barrett employment ahead of new hires elsewhere within the company's operation, subject to qualification of the driver to perform the available work.

Case # Consolidated Freightways (Bulk Commodities)
8-8-3906

Change of Locals involved: 81, Portland, Oregon
Operations 162, Portland, Oregon

The Company proposes to combine its Bulk Commodity operation and its dry cement operation in Portland, Oregon.

DECISION: (Change of Operations Committee - Transcript Page 200 - 8/14/68) M/m/s/c/ that the company's request to merge its present Bulk Commodity seniority list with its dry cement seniority list in Portland be approved as clarified on the record, the merger to be accomplished on a dovetail basis of the present positions on the respective lists.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # California Motor Express, Ltd.
8-8-3907

Change of Operations Locals involved: 186, Santa Barbara, California
381, Santa Maria, California

PROPOSED CHANGE:

- (1) The Vandenberg, Lompoc, Surf delivery area is to be taken out of the CME Santa Barbara terminal and run from the CME San Luis Obispo terminal.
- (2) Eliminate the domicile at Lompoc and serve that area directly from the CME San Luis Obispo terminal.
- (3) That area between the Lompoc-Santa Maria delivery area on the one hand, and the Goleta delivery area on the other, is to be interlined to another carrier. This interline area is to include :

Jalama	Solvang	Tajiguas
Los Alamos	Santa Ynez	Naples
Los Olives	Las Cruces	Gary
Buelton	Gaviota	Sisquoc

- (4) The CME Santa Barbara terminal is to be closed completely and the present Oxnard-Santa Barbara terminal delivery areas (excluding those areas mentioned above which are to be interlined or served from San Luis Obispo) is to be served from our existing Oxnard terminal.
- (5) The line driver now domiciled at CME Santa Barbara, Mr. Adams, is to be domiciled at the Oxnard terminal.
- (6) All of the above changes are to be accomplished July 8, 1968.

DECISION: (Change of Operations Committee - Transcript Page 269 - 8/15/68)
M/m/s/c/ based on the statement of Mr. Crotty the change be approved.
Note: Mr. Crotty's statement: "This case has been discussed between the two Local Unions and the Company and is approved as it reads in the record."

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 8-8-3908

Consolidated Freightways

Change of
 Operations

Locals involved: 222, Salt Lake City, Utah
 483, Boise, Idaho
 983, Pocatello, Idaho

SALT LAKE CITY - BOISE

Present Operation:

- (1) One division per day between Boise and Idaho Falls - drivers domiciled at Boise. Drivers involved are Jesse Schoonover (3/16/43) and Walter Lamke (6/10/45)/
- (2) One division per day running three days per week from Boise to Salt Lake City. One driver domiciled at Boise - Gerald Osgood (1/26/43).
- (3) One division per day running three days per week from Salt Lake City to Boise. One driver domiciled at Salt Lake City - William Watson (run seniority 2/28/47).

Proposed Operation:

- (1) Eliminate the Boise-Idaho Falls daily schedule.
- (2) Change the Salt Lake City-Boise operation to run 5 days per week, with a Boise-domiciled man running each of these days to Salt Lake City and a Salt Lake City-domiciled man running each of these days to Boise. These runs may be direct or via one or more of the following cities: Pocatello, Twin Falls, Burley, Idaho Falls. This operation will require two men to be domiciled at Boise and two men to be domiciled at Salt Lake City. Presently there is one man (Gerald Osgood) domiciled at Boise and one man domiciled at Salt Lake City (William Watson) on this operation. Two Boise men (Jesse Schoonover and Walter Lamke) are on the Boise-Idaho Falls run being cancelled. One of these men would become the second Boise-based driver on this operation and the other man would come to Salt Lake City and be the second Salt Lake City-domiciled man on this operation.

The bid men would be dispatched on a three one week, two the next week basis, and the foreign man will go out first.

The dispatch of bid men from their domicile is subject to loads at their domicile (over and above those needed for the foreign drivers) being available for dispatch.

- (3) The Company may operate divisions between Salt Lake City or Boise on the one hand and Pocatello, Twin Falls, Burley and/or Idaho Falls on the other. Dispatches may be direct to these points or via one or more of these points.
- (4) The Company may operate turnaround runs between Salt Lake City, Pocatello, Twin Falls, Burley, and Boise or via any of these points provided the driver returns to his home domicile by the end of his tour of duty time as specified by the Department of Transportation regulations.
- (5) Dispatches as outlined in Items 3 and 4 will be run off the Salt Lake City and/or Boise extra board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-8-3908

Consolidated Freightways (Continued from Page 12)

Change of
Operations

Locals involved:

222, Salt Lake City, Utah
483, Boise, Idaho
983, Pocatello, Idaho

DECISION: (Change of Operations Committee - Transcript Page 82 - 8/13/68)
M/m/s/c/ in Case #8-8-3908 the operational change be approved as filed and clarified on the record, with the following provisos:

- (1) The Boise driver being redomiciled to Salt Lake City shall have his seniority dovetailed on the Salt Lake City line seniority board. However, he shall not exercise such dovetailed seniority for work selection purposes prior to the next regular annual bid except on the Salt Lake City-Boise run.
- (2) Any drivers who are laid off at Pocatello as a result of this change shall be offered employment opportunities at Salt Lake City ahead of new hires for a period of three years. One offer of employment to each such laid off driver shall satisfy this requirement.
- (3) This change shall be put into effect no earlier than August 24, 1968.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-8-3909

Consolidated Freightways

Change of
Operations

Locals involved:

2, Butte, Montana
983, Pocatello, Idaho
222, Salt Lake City, Utah

Consolidated Freightways requests approval of the following
Change of Operations:

SALT LAKE CITY - BUTTE

Present Operation:

- (1) One turnaround schedule per day between Salt Lake City and Pocatello with the driver domiciled at Salt Lake City-Wayne Williams (7/12/54).
- (2) One division per day between Pocatello and Butte with two drivers domiciled at Pocatello - Frank Kronberger (9/4/46) and Alfred Kyle (3/25/51).

Proposed Operation:

- (1) Eliminate the Salt Lake City-Pocatello turnaround schedule.
- (2) Eliminate the Pocatello-Butte division schedule.
- (3) Establish one division per day, five days per week, between Salt Lake City and Butte with two drivers domiciled at Salt Lake City. The division may be run direct to/from Butte or via Pocatello and/or Idaho Falls.
- (4) One man on the present Pocatello-Butte division be redomiciled at Salt Lake City.
- (5) The remaining road board at Pocatello will be used in short line work but only when needed to supplement the road operation functioning in that area.
- (6) The dispatch of these bid men out of Salt Lake City will be on a three one week, two the next week basis, and subject to loads being available for dispatch at Salt Lake City.

DECISION: (Change of Operations Committee - Transcript Page 69 - 8/13/68)
M/m/s/c/ that the operational change be approved as filed and clarified on the record, with the following provisos:

- (1) That one Pocatello driver be offered the opportunity to redomicile at Salt Lake City on a seniority basis and that the successful bidder have his seniority dovetailed on the Salt Lake City line seniority board. However, he shall not exercise that dovetailed seniority for work selection purposes prior to the next annual bid except on the Salt Lake City - Butte run.
 - (2) That the other Pocatello driver be offered employment opportunities at Salt Lake City under the provisions of Article 5 Section 5 (b) (2) of the National Master Freight Agreement if work is there available.
 - (3) That this change be put into effect no sooner than August 24, 1968.
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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways, Inc.
8-8-3910

Change of Local involved: 2, Butte, Montana
Operations

Consolidated Freightways wishes to change live point on Butte - Great Falls turnaround from Butte to Great Falls, making run a Great Falls - Butte turnaround with driver M. W. Gerke being given opportunity to move to Great Falls and operate run from Great Falls when and if it runs.

DECISION: (Change of Operations Committee - Transcript Page 265 - 8/15/68)
M/m/s/c/ that the operational change be approved as requested by the Company and clarified on the record, to be effective no sooner than August 19, 1968.

Case # Consolidated Freightways
8-8-3911

Change of Locals involved: 31, Vancouver, British Columbia
Operations 741, Seattle, Washington

PRESENT OPERATION:

The Company operates turnaround runs between Seattle and Vancouver. Drivers are domiciled at both Seattle and Vancouver.

PROPOSED OPERATION:

Operate the turnaround from the Seattle end only and redomicile the two Vancouver men presently on the run in Seattle.

DECISION: (Change of Operations Committee - Transcript Page 2 - 8/13/68)
M/m/s/c/ that the operational change be approved with the following provisos:
(1) The Vancouver drivers shall be offered the opportunity to redomicile to Seattle under the provisions of Article 5 Section 5 (e) of the National Master Freight Agreement based on their respective CF line seniority dates on the Vancouver-Seattle turnaround operation.
(2) The change shall not be put into effect prior to a reasonable time in which to complete visa and alien permit requirements or October 1, 1968, whichever is later, unless otherwise agreed to by the Vancouver drivers.

Case # Illinois - California Express, Inc.
8-8-3912

Change of Locals involved: 208, Los Angeles, California
Operations 224, Los Angeles, California
357, Los Angeles, California
495, Los Angeles, California
180, Los Angeles, California

Illinois-California Express is operating two terminals in the Los Angeles area. The Company intends to close the terminal at Vernon, California. All work in the Los Angeles area will be done out of its Southgate terminal.

DECISION: (Change of Operations Committee - Transcript Page 137 - 8/14/68)
M/m/s/c/ under the provisions of Article 5 Section 7 of the National Master Freight Agreement, the office, dock and pickup and delivery seniority lists of the Southgate and the Vernon terminals be combined on a dovetail basis; that following such combining all of the office, dock and pickup and delivery positions at the Southgate terminal be rebid as proposed by the company, to be accomplished within the time period as proposed by the company.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Lee Way Motor Freight, Inc.
8-8-3913

Change of Operations Locals involved: 104, Phoenix, Arizona
886, Oklahoma City, Okla.
941, El Paso, Texas

PRESENT OPERATION

The Company presently operates four (4) schedules per day, Monday through Saturday from Phoenix, Arizona to El Paso, Texas and El Paso, Texas to Phoenix, Arizona.

- (1) Four (4) drivers are domiciled in Phoenix who run Phoenix, to El Paso, lay over and return to Phoenix, with two of the drivers working alternating days.
Four (4) drivers are domiciled in El Paso who run El Paso to Phoenix, lay over and return to El Paso, with two of the drivers working alternating days
- (2) The Company presently operates three schedules per day, Tuesday through Saturday from Phoenix, to Ash Peak, and El Paso, to Ask Peak, on turnaround basis.
The drivers domiciled in Phoenix are members of Local 104, and drivers domiciled in El Paso are members of Local 941.

PROPOSED OPERATION

- (1) Run the present four schedules five days per week Monday through Saturday, from Phoenix to El Paso, lay over and return to Phoenix, utilizing Phoenix domiciled drivers, with four drivers working alternating days. This change will eliminate the work of four drivers presently domiciled in El Paso.
There will be work established in Phoenix for four drivers.
- (2) Run the presently three schedules per day, Tuesday through Saturday from Phoenix, to Duncan Port of Entry, and from El Paso to Duncan Port of Entry.
This will not eliminate the work of any driver, or the change of domiciled drivers.

The Company will offer employment to the displaced El Paso, Phoenix drivers in the manner as established by the Change of Operations Committee in accordance with the applicable terms of the National Master Freight Agreement and the Western States Area Over-The-Road Supplemental Agreement.

The Company desires to effect this change at the earliest possible date and will pay the moving cost of drivers who are required to re-domicile in accordance with the applicable terms of the Union Agreement.

The Company Proposes the Following New Operation

PRESENT OPERATION

- (1) The Company presently operates Oklahoma City domiciled sleeper teams between Oklahoma City and El Paso, Texas using El Paso as a destination point for team drivers on freight destined to Arizona points.

PROPOSED OPERATION

- (1) The Company proposes to operate sleeper teams between Oklahoma City, Oklahoma and Phoenix, Arizona on freight destined for Phoenix, Arizona and to operate these loads direct from Oklahoma City to Phoenix, Arizona, over the certificated route between these two cities, U.S. 60, U.S. 54, and U.S. 66.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Lee Way Motor Freight, Inc. (Continued from previous Page)
8-8-3913

Change of Operations Locals involved: 104, Phoenix, Arizona
886, Oklahoma City, Okla
941, El Paso, Texas

The Company proposes to reserve the right to continue to handle over-flow freight between Phoenix and El Paso, or El Paso, and Phoenix, or Oklahoma City, and El Paso on the present division or operation as it has in the past, if and when necessary and the Company option.

This change will eliminage the work of five (5) drivers domiciled in El Paso and Phoenix.

There will be work established in Oklahoma City for five (5) drivers.

The Company will offer employment to the displaced El Paso and Phoenix drivers in Oklahoma City.

The Company desires to effect this change at the earliest possible date.

DECISION: (Multi-Conference Change of Operations Committee - Transcript
(Page 42 - 8/15/68)

M/m/s/c/ in Case #8-8-3913 the operational change be approved as proposed and clarified by the Company on the record with the following provisos:

- (1) The four new Phoenix to El Paso runs shall be offered to the El Paso line board on a line seniority basis, and the successful bidders shall have their seniority dovetailed on the Phoenix line board on the basis of their former El Paso line seniority dates, and they shall exercise that seniority at the next regular bid date.
- (2) The eight Phoenix to El Paso through runs shall be re-bid, but limited to the four Phoenix drivers presently on those runs and the four former El Paso drivers until the next regular bid date.
- (3) The El Paso and/or Phoenix drivers who moved to Oklahoma City shall have their seniority dovetailed on the Oklahoma City sleeper board on the basis of their El Paso and/or Phoenix line seniority dates and in accordance with local seniority rules at Oklahoma City.
- (4) This change shall not be put into effect prior to September 1, 1968.
- (5) This decision shall not preclude Local 886 from pursuing its requests for destination dispatches through appropriate grievance machinery.

Note: This is a Multi-Conference Change of Operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
8-8-3914

Change of Operations Locals involved: 180, Los Angeles, California
710, Chicago, Illinois
961, Denver, Colorado

Navajo Freight Lines, Inc. submits the following Change of Operations proposal for consideration and approval, involving the above Local Unions:

1. The Company presently has a two-man sleeper operation between Denver, Colorado to Chicago and/or Omaha, Albuquerque, Amarillo, Phoenix, Los Angeles, Las Vegas, Bay Area Terminals, Fort Wayne, South Bend, Rock Island, La Salle with Denver area freight and return with same.
 - (a) We propose not to change the present Denver sleeper runs.
 - (b) We propose to redomicile ten (10) sleeper tractors and twenty-five (25) drivers from Denver to Chicago.
 - (c) We propose to redomicile five (5) sleeper tractors and twelve (12) drivers from Denver to Los Angeles.
 - (d) The Company will be governed by the decision of the committee regarding the seniority of the redomiciled drivers.

The Company will retain 20 sleeper tractors and 50 drivers, bid 20 teams and retain the slip seat, one wheel operation to handle the normal movement of general commodity loads. There are occasions when ammo load movements are routed and interlined through the Denver Gateway. When this occurs, and the Denver domiciled drivers cannot handle all of the loads, and an overflow exists, the Company desires to handle overflow with power domiciled at other terminals, when available.

Any driver refusing to redomicile will be laid off and not entitled to runaround claims.

DECISION: (Multi-Conference Change of Operations Transcript Page 30-40 - (8/13/68)

M/m/s/c/ that the change be approved as clarified on the record, and that the change will not be put into effect before the 24th day of August, 1968. And when it is put in effect, it will be put in effect all at one time; that the seniority of the drivers electing to move shall be dovetailed at the respective terminals.

Note: This is a Multi-Conference Change of Operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-8-3915

Valley Motor Lines

Change of
Operations

Locals involved:

287, San Jose, California
386, Modesto, California
468, Oakland, California

Valley Motor Lines is requesting the following Change of Operations:

PRESENT OPERATION:

- (1) San Jose, California has one man bid, member of Local 287, San Jose to Modesto and return, domiciled in San Jose.
- (2) Modesto, California has one man bid, member of Local 386, Modesto to San Jose and return, domiciled in Modesto.

PROPOSED CHANGE:

- (1) For economic reasons, loss of freight and revenue on these runs, the Company desires to discontinue these runs and handle the remaining freight through the Oakland California Terminal.
- (2) The displaced personnel who desire to transfer to the Oakland terminal will be offered employment at that terminal in accordance with the seniority provisions of the existing labor agreements, and existing bid and dispatch procedures in effect at the Oakland terminal.

DECISION: (Change of Operations Committee - Transcript Page 223 - 8/15/68)
M/m/s/c/ that in Case #8-8-3915 the operational change be approved as proposed and clarified by the Company on the record. The displaced Modesto and San Jose drivers shall receive one offer each of employment at Oakland, and in the event they elect to move to Oakland, their seniority at Oakland shall be established under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement. In the event the Company establishes additional line operations out of either Modesto or San Jose within six months from the effective date of this change, the former drivers at those points shall have the opportunity to claim such work and return with full Company line seniority.

This change shall not be placed into effect prior to September 1, 1968.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Walkup's Merchants Express
8-8-3916

Change of Local involved: 542, San Diego, California
Operations

This agreement will be put into effect July 1, 1968. We request that the Joint Western Change of Operation Committee establish seniority standing in the Thomas Marrow Trucking Company the three W (3) Walkup's Merchants Express employees which they are accepting under the terms of our agreement. This agreement was originally discussed with Thomas Marrow Trucking Company, and Local 542's letter of May 14, 1968.

ITEM #1

Elimination of the San Diego Terminal as it now exists. We would then establish a cartage agency with Thomas Marrow Trucking Company who would handle the pick-up and delivery of Walkup's Merchants Express freight in the San Diego, Escondido and Oceanside territories.

ITEM #2

Thomas Marrow Trucking Company would assume the employment of the three (3) men who are now employed by Walkup's Merchants Express, Lupe Alvarado, Robert Prest and Humberto Amador, provided they take and pass a normal I. C. C. physical and have a valid Class 1 license. When and if should Walkup's Merchants Express again open a terminal at San Diego, the three men, Lupe Alvarado, Robert Prest and Humberto Amador, would be brought back into Walkup's Merchants Express organization with their original seniority dates.

ITEM #3

Walkup's Merchants Express would continue their line operation as they have in the past and could utilize Article 52, Over-The-Road Motor Freight Supplemental Agreement when and if needed.

ITEM #4

Alvarado, Prest and Amador will be placed at the bottom of the seniority list of Thomas Marrow Trucking Company, pending a decision of the Joint Western Area Change of Operation Committee as to the status of seniority. All parties agree to abide by the decision of the Joint Western Area Change of Operation Committee.

AGREED-TO-CHANGE.

DECISION: (Change of Operations Committee Transcript Page 188 - 8/14/68)
M/m/s/c/ that in Case #8-8-3916 the agreed-to-change of operations be approved. The seniority date of the three employees involved on the Thomas Marrow Trucking Company seniority list shall be July 1, 1968 for all purposes except for length of vacation, and as among themselves their seniority position shall be determined on the basis of their former seniority dates with Walkup.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Western Gillette, Inc.
8-8-3917

Change of
Operations

Locals involved: 70, Oakland, California
87, Bakersfield, California
208, Los Angeles, California
224, Los Angeles, California
357, Los Angeles, California
467, San Bernardino, California
495, Los Angeles, California
982, Lancaster, California

Western Gillette, Inc. has entered into a purchase agreement with Desert Express. We have applied for, and anticipate approval of temporary authority to operate Desert Express. The temporary authority should be forthcoming on about the first of August, 1968.

Present Operation Of Desert Express

LOS ANGELES:

1. Thirteen PUD employees, members of Local 208.
2. Seven dock employees, members of Local 357.
3. Seven office employees, members of Local 357.
4. Nine line drivers, members of Local 224.
5. One service man, member of Local 495.

OAKLAND:

1. Eight PUD employees, members of Local 70.

BAKERSFIELD:

1. Four PUD employees, members of Local 87.

RIDGECREST:

1. One PUD employee, member of Local 982.

LANCASTER:

1. Seven PUD employees, members of Local 982.

BARSTOW:

1. One PUD employee, member of Local 467.
2. One PUD employee presently on layoff.

PROPOSED CHANGE

LOS ANGELES:

We close down the Desert Express terminal in Los Angeles and operate out of Western Gillette's Los Angeles terminal.

The 13 PUD employees, members of Local 208, to be dovetailed with the 89 Local 208 members employed by Western Gillette.

The 7 Desert Express dock employees, members of Local 357, to be dovetailed with the 96 Local 357 members employed by Western Gillette.

(Continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-8-3917

Western Gillette, Inc. (Continued from previous page)

Change of
Operations

The 7 Desert Express office employees, members of Local 357, to be dovetailed with the 95 office employees, members of Local 357, employed by Western Gillette.

The 9 Desert Express members of Local 224 to be dovetailed with the 107 Local 224 members employed by Western Gillette.

It was also agreed by Western Gillette and Local 224 that the runs presently bid by Desert Express line drivers will be abolished and will be worked off the Western Gillette extra board. There would be no re-bidding until Western Gillette's next annual bid.

The one Desert Express member of Local 495 to be dovetailed with the 44 Western Gillette employees, members of Local 495.

OAKLAND:

We close the Desert Express terminal in Oakland and operate out of Western Gillette's terminal.

The 8 Desert Express members of Local 70 to be dovetailed with the 90 Local 70 members employed by Western Gillette.

BAKERSFIELD:

Western Gillette will operate out of the terminal presently used by Desert Express.

The 4 PUD employees, members of Local 87, in Bakersfield will become Western Gillette employees.

RIDGECREST:

This terminal will be closed and we will operate out of the present Western Gillette facility.

The one Desert Express employee will be dovetailed into the seniority roster at that terminal.

LANCASTER:

Western Gillette will operate out of the terminal presently used by Desert Express .

The 7 PUD employees, members of Local 982, in Lancaster will become Western Gillette employees.

BARSTOW:

Western Gillette will operate out of the terminal presently used by Desert Express.

The one working employee will become a Western Gillette employee, and it is agreed that the one employee presently on layoff will be recalled before any new hire in Barstow.

DECISION:

(Change of Operations Committee - Transcript Page 90 - 8/14/68)

M/m/s/c/ that the operational change be approved as filed and clarified on the record. Under the provisions of Article 5 Section 7 of the National Master Freight Agreement it is the determination of this committee that seniority be dovetailed as proposed, provided that with regard to Local 224 this dovetailed seniority shall be exercised only as to vacancies, openings and extra board until the next annual bid. In the event permanent authority is denied, then the dovetailed lists shall be separated as they were before the change and former Desert Express employees shall have seniority with Western Gillette only from the first day worked for Western Gillette.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Lee Way Motor Freight, Inc. - P.E.T.
8-8-4067

Change of Locals involved: 150, Sacramento, California
Operations 224, Los Angeles, California

Leeway Motor Freight proposes to purchase P.E.T. and transfer the line operations from Sacramento to Los Angeles.

DECISION: (Change of Operations Committee - Transcript Page 176 - 8/14/68)
M/m/s/c/ that the Change of Operations be approved as proposed as clarified by the company on the record; that in the event the company's operations in the Bay Area require Sacramento short line drivers to redomicile there to follow their work, the company shall pay their moving expenses in accordance with the contract.

Case # Whitfield Transportation, Inc.
8-8-4068

Change of Locals involved: 492, Albuquerque, New Mexico
Operations 657, San Antonio, Texas
941, El Paso, Texas

Present operation is conducted by a sleeper team operation.

Proposed operation is to make use of additional authority recently acquired which will reduce the mileage from San Antonio, Texas to Albuquerque, New Mexico by 96 miles. which will permit a relay singleman operation in place of the existing sleeper operation.

DECISION: (Multi-Conference Change of Operations Committee - Transcript Pg. 72)
M/m/s/c/ in Case #8-8-4068 the operational change be approved and that the seniority date of driver Bobby Kinard for dovetailing purposes be his seniority date on the seniority list of sleeper drivers operating between El Paso and San Antonio - that is, September 25, 1967.

NOTE: This is a Multi-Conference Change of Operations.

Case # Pierce Freight Lines
8-8-4069

Change of Local involved: 81, Portland, Oregon
Operations

The Company proposes to eliminate two bid Portland - Eugene turnaround runs presently operating 6 days per week.

DECISION: (Change of Operations Committee - Transcript Page 193 - 8/14/68)
M/m/s/c/ that the operational change be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
8-8-4087

DC International

Change of Operations

Locals involved:

41, Kansas City, Missouri
180, Los Angeles, California
741, Seattle, Washington
710, Chicago, Illinois
961, Denver, Colorado

The Company requests the right to run from Los Angeles, California to North Bergen, New Jersey.

DECISION: (Multi-Conference Change of Operations - Transcript Page 2)
M/m/s/c/ that the operational change be approved as clarified on the record and that the documents, including the transcript of the previous hearing, be incorporated in the file and become a part of the record; that the company be directed to meet with representatives of Local 961 with regard to the dispatch and work rules.

NOTE: This is a Multi-Conference Change of Operations.

JWAC Minutes
August 12-13-14-15-16
1968

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 334, Spokane, Washington, and
2-8-3545 Beardmore Heavy Hauling

Office Ruth F. Stickney was called to work on several occasions and
Dispute worked less than 40 hours during that week. (Filed under Art.55).

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
5-8-3747 T.I.M.E. Freight Lines

P + D For and on behalf of - Raymond C. Pelton: "After being disabled
Dispute from an injury sustained on the job on July 18, 1966, I was released
by the doctor appointed by the Company Insurance Carrier to return
to work because the Industrial Clinic would not release me until
they reviewed my medical records. I want to claim all monies
due me since time lost, February 19, 1968."

DECISION: (Committee for Local Operations - Transcript Pg. 180 - 8/15/68)
M/m/s/c/ that the claim of Raymond C. Pelton is denied and that the man is on
disability leave.

Case # Local 898, El Centro, California, and
5-8-3757 Imperial Truck Lines

P + D Mr. Magness contends that Mr. McBride is not entitled to these
Dispute monies, that he is not a working foreman, although for the past
three years Mr. McBride has received the working foreman's
rate of pay. Claim by A. I. McBride in the amount of \$116.66.

DECISION: (Committee for Local Operations - Transcript Page 2 - 8/13/68)
M/m/s/c/ that this case be referred back to the Southern California Joint State
Committee to be heard on its merits.

Case # Local 2, Butte, Montana, and
8-8-3918 Garrett Freightlines

Office Request pay for work performed on June 1, 1968 and June 8, 1968,
Dispute by non-unit workers who replaced H. J. Muffich.

DECISION: (Committee for Local Operations - Transcript Pg.101 - 8/14/68)
M/m/s/c/ that the Union's position be upheld and that Muffich be reimbursed for
all work performed by non-unit employees on Saturday beginning June 1st to date
but not to exceed four hours per day.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
8-8-3919 Burlington Truck Lines, Inc.

P + D Manuel Schantz filing pay claim for \$28.80 March 1, 1968.
Dispute

DECISION: (Committee for Local Operations - Transcript Pg. 20 - 8/13/68)
M/m/s/and Deadlocked that the claim of the Union be denied.

NOTE: See Main Committee for final disposition.

Case # Local 17, Denver, Colorado, and
8-8-3920 Navajo Freight Lines, Inc.

P + D Richard Sinkhorn filing pay claim for \$44.80 June 1, 1968.
Dispute

DECISION: (Committee for Local Operations - Transcript Pg. 50 - 8/13/68)
M/m/s/c/ that the claims of Richard Sinkhorn and Daniel Brundage be upheld.

NOTE: Cases #8-8-3920 and 3922 were heard together.

Case # Local 17, Denver, Colorado, and
8-8-3921 Navajo Freightlines, Inc.

P + D Local 17 protesting the method and way leasers are being used
Dispute at Navajo.

DECISION: (Committee for Local Operations - Transcript Pg. 62 - 8/13/68)
M/m/s/c/ that because the evidence presented indicates that cartage companies were utilized on overflow freight on the days when all regular employees were working, the claim of the Union be denied.

Case # Local 17, Denver, Colorado, and
8-8-3922 Navajo Freight Lines, Inc.

P + D D. Brundage filing pay claim for \$44.80 for June 1, 1968.
Dispute

DECISION: The decision in Case #8-8-3920 applies.

Case # Local 17, Denver, Colorado, and
8-8-3923 Pacific Intermountain Express

P + D The following men are filing for pay due under Article 50:
Dispute

Kenneth Long	D. Little	L. C. Baxter
Wm. Schmerdmiller	Joe Mascarenas	Lenard Thompson
Charles Folchest	Lowell MacKensie	Joe Camara
Richard LaBrant	Melvin Schoolman	Alan Morley

DECISION: (Committee for Local Operations - Transcript Pg. 78 - 8/13/68)
M/m/s/c/ that the men involved in Case #8-8-3923 be allowed two hours at double time.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
8-8-3924 Rio Grande Motor Way, Inc.

P + D Harry Sherman filing pay claim for \$29.44.
Dispute

DECISION: (Committee for Local Operations - Transcript Pg. 127 - 8/14/68)
M/m/s/c/ that the position of the Union be denied.

Case # Local 17, Denver, Colorado, and
8-8-3925 Santa Fe Trail Transportation Co.

P + D Local 17 filing in behalf of employees at Santa Fe Trail for yard
Dispute hostile work presently performed by line drivers.

STIPULATED (Committee for Local Operations - Transcript Pg. 76 - 8/13/68)
DECISION: At Denver, line drivers will continue hooking and unhooking equipment
as in the past, except that on double bottoms Local 17 employees will hook and unhook
converter and second trailer, with assistance of line driver, when Local 17 employee
is on duty at the terminal where the hooking or unhooking is being done. Line driver
will continue hooking and unhooking first trailer of the doubles.

Case # Local 58, Longview, Washington, and
8-8-3926 Nehalem Valley Motor Freight

P + D Local 58 is protesting the Company changing meal periods for its
Dispute Longview, Washington employees.

DECISION: (Committee for Local Operations - Transcript Pg. 118 - 8/14/68)
M/m/s/c/ that the Company established a new starting time and has the right under
the Agreement to set the one hour lunch period for this shift. Therefore, the claim
of the Union is denied.

Case # Local 81, Portland, Oregon, and
8-8-3927 Los Angeles-Seattle Motor Express

P + D Local 81 is in dispute with LASME over the seniority violation of
Dispute Jack Stafford on May 12, 1968 a premium day.

DECISION: (Committee for Local Operations - Transcript Pg. 85 - 8/13/68)
M/m/s/c/ that premium day work be assigned to qualified men by seniority and the
money claim be denied.

Case # Local 208, Los Angeles, California, and
8-8-3928 Consolidated Freightways

P + D For and on behalf of Desatoff, the Local Union requests a "letter
Dispute of hire" establishing steady employment with a seniority date as
of the first day Desatoff worked in said month (October).

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-8-3929 Milne Truck Lines

P + D Claim in behalf of Klass. We ask that the Company give us a
Dispute letter of hire and we claim all monies as of September 16th that
other people have earned who worked instead of Robert Klass.

DECISION: (Committee for Local Operations - Transcript Pg. 184 - 8/15/67)
M/m/s/c/ that the claim of Robert Klass be denied.

Case # Local 208, Los Angeles, California, and
8-8-3930 Navajo Freight Lines

P + D The Company used a junior man, Darrell Tice, instead of Paul
Dispute Olson from February 19, 1968, for a two week period of time.
This claim is for the difference of early starts and/or any overtime
made by the junior man.

DECISION: (Committee for Local Operations - Transcript Pg. 211 - 8/15/68)
M/m/s/c/ that this committee retain jurisdiction over this case and the Employer is
to present bid sheets at the next regular session of the JWAC.

NOTE: Cases #8-8-3930 and 8-8-3931 were heard together.

Case # Local 208, Los Angeles, California, and
8-8-3931 Navajo Freightlines

P + D On May 2, 1968, this member had his seniority violated as the
Dispute Company took a bid lift gate driver (Darrell Tice) and put him
on heavy-duty. This claim is for the difference in pay for the day.

DECISION: The decision in Case #8-8-3930 applies.

Case # Local 208, Los Angeles, California, and
8-8-3932 Navajo Freightlines, Inc.

P + D Darrell Tice, Lynn J. Smart and Donald Ryburn request that
Dispute Navajo pay them a day's pay for each day of work denied between
December 7/67 and the last day they were laid off because lessors
were doing work that they should have been doing.

DECISION: (Committee for Local Operations - Transcript Pg. 220 - 8/15/68)
M/m/s/c/ that this case be referred back to the Joint State Committee to be heard on
its merits.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-8-3933 O.N.C. Motor Freight System

P + D David Garcia claims that junior man worked in his stead and
Dispute claims all monies due him.

DECISION: (Committee for Local Operations - Transcript Pg. 223 - 8/16/68)
M/m/s/c/ that due to the fact that the Company did not comply with the directive of the
Joint State Committee and failed to produce records to the Union, the claim of the
Union be upheld.

Case # Local 208, Los Angeles, California, and
8-8-3934 Pacific Motor Trucking

P + D Case #846: On February 2/68, Killgore was moved back from a
Dispute 9:00 A.M. start time to a 3:30 P.M. start. He is not the junior
H.D. driver. This claim is for 6-1/2 hours at overtime rate for
each day this occurred. On 2/1/68 it happened to D. Creese and
also C. Gerold. Claim is same as above for each of these two men.

Case #933: On 4/11/68, the Company started junior man (E. Hughes)
at 9:00 A.M. Senior man, C. Gerold started at 3:30 P.M. Claim
is for 6-1/2 hours at the overtime rate of pay for Gerold.

DECISION: (Committee for Local Operations - Transcript Pg. 237 - 8/16/68)
M/m/s/and Deadlocked that the claim of the Union be allowed.

NOTE: See Main Committee for final disposition.

Case # Local 208, Los Angeles, California, and
8-8-3935 Santa Fe Trail Transportation Company

P + D This member claims entitlement to a total of 214-1/2 hours at
Dispute premium time for a period of 33 days when Company elected to
afford work to a junior man in Brodgen's stead.

DECISION: (Committee for Local Operations - Transcript Pg. 170 - 8/15/68)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
8-8-3936 Russell Truck

P + D Claim in behalf of William Muldoon. The Union claims the difference
Dispute in premium time earned by Frank Roseli who worked in his stead
on the date set forth herein.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-8-3937 Russell Truck

P + D The Union contends that John Neubauer has been working at Russell
Dispute Truck prior to 9/1/67. We are asking for a letter of hire; also
asking for all days that junior or casual men have worked in his
stead since date of September 29/67, to the present date.

DECISION: (Committee for Local Operations - Transcript Pg. 38 - 8/13/68)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
8-8-3938 Union Pacific Motor Freight Company

P + D We are claiming the difference in pay between lease driver James
Dispute Yates and Joseph Horvatin on March 20, 1968.

DECISION: (Committee for Local Operations - Transcript Pg. 93 - 8/14/68)
M/m/s/c/ that the claim of the Union be denied, due to the steward having agreed with
the Company it would not have been feasible under these conditions to dispatch Mr.
Horvatin to relieve a leaser.

Case # Local 222, Salt Lake City, Utah, and
8-8-3939 I. M. L. Freight, Inc.

P + D Max G. Jepson claims pay for time spent at doctor's office while
Dispute taking a physical examination.

DECISION: (Committee for Local Operations - Transcript Pg. 159 - 8/14/68)
M/m/s/c/ that the Company pay one hour at the straight time rate of pay.

Case # Local 307, Casper, Wyoming, and
8-8-3940 Salt Creek Freightways, Inc.

P + D Robert Geboe claims one day's pay for work performed by a
Dispute junior man in seniority on May 13, 1968.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
8-8-3941 Coast Cartage

P + D For and behalf of: Robert G. Craig, Alfonso L. Madrigal, Lawrence
Dispute K. Short, Robert L. Rector, Gearld C. Curtis, Wm.E. Wiseman,
and Gary A. Bidwell.

The Company refuses to pay us time and one-half from midnight
to 2:30 a.m. for hours spilling into Saturday, violation Friday
3/29/68; 3/5/68; 4/12/68 and 4/19/68 - total 5 hours at half-time
due us.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
8-8-3942 Freight Transport Company

Office Claim in behalf of Jean Ann King. I am asking to be recalled by
Dispute the Company and compensated for all monies earned by the new
employee, Anna L. Waddell. The total amount claimed up to week
ending April 5/68, \$811.20, plus all monies earned by Mrs.
Waddell thereafter.

DECISION: (Committee for Local Operations - Transcript Pg. 198 - 8/15/68)
M/m/s/c/ that Jean Ann King be returned to work with full seniority and compensated
for all time lost, plus fringe benefits, less monies earned elsewhere.

Case # Local 357, Los Angeles, California, and
8-8-3943 L. A. Seattle Motor Express

P + D Complaint by J. Moore: I am requesting 19 hours overtime pay
Dispute at \$6.03 per hour, total - \$114.57.

DECISION: (Committee for Local Operations - Transcript Pg. 165 - 8/15/68)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 357, Los Angeles, California, and
8-8-3944 Pacific Motor Trucking

P + D Complaint by J. F. Tamburelli: I am asking 8 hours pay for
Dispute P.M.T. using Vernon Unloading Service men in my stead. I was
available for work and not called. Amount requested - \$30.30.
A similar complaint is filed in behalf of S. R. Press for 8 hours
pay (Case #1330).

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
8-8-3945 Pacific Motor Trucking - TOFC Yard

P + D For and on behalf of: S. Press: I am claiming 8 hours pay at
Dispute \$31.16 for doing my work which P.M.T. failed to call me for.
For and on behalf of: J. Tamburelli: I am claiming 8 hours pay
in the amount of \$31.16 for doing my work which P.M.T. failed
to call me for.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and
8-8-3946 Delta Lines

P + D Union asks that a day shift classification be put up for job. Union
Dispute claims the fork lift is on the dock.

DECISION: (Committee for Local Operations - Transcript Pg. 138 - 8/14/68)
M/m/s/c/ that because the facts presented do not support the position of the Union,
this claim is denied, but in reference thereto any lower-rated employee performing
forklift work shall be paid the forklift pay regardless of the time involved.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 386, Modesto, California,
8-8-3947 Local 439, Stockton, California, and
Delta Lines

P + D Union has O.S.+D. classification and claims the work as
Dispute bargaining unit work. Union claims money for two men - Lucas
and Cornellier, and for office employee.

DECISION: (Committee for Local Operations - Transcript Pg.150 - 8/14/68)
M/m/s/and Deadlocked that the claim as submitted on the record for the respective
Local Unions on behalf of their members be allowed.

NOTE: See Main Committee for final disposition.

Case # Local 396, Los Angeles, California, and
8-8-3948 Metropolitan Terminals

P + D Local 396 is asking for 7-1/2 hours pay on behalf of Robert
Dispute Laudon because he was not allowed to go to work when he arrived
30 minutes late.

DISPOSITION: Settled and Withdrawn.

Case # Local 396, Los Angeles, California, and
8-8-3949 Metropolitan Terminals

P + D Richard H. Thompson protests his not being allowed to go to work
Dispute when he arrived 15 minutes late.

DISPOSITION: Settled and Withdrawn.

Case # Local 467, San Bernardino, California, and
8-8-3950 Scott Transportation Company

P + D Local 467 hereby filed a grievance against Scott Transportation
Dispute on behalf of K. Mendenhall, E. Roberts and D. Fenton, in the
amount of 3/4 of an hour overtime (\$4.35 each for a total of \$13.05)

DISPOSITION: Settled and Withdrawn.

Case # Local 467, San Bernardino, California, and
8-8-3951 Scott Transportation

P + D Local 467 hereby files a grievance against Scott Transportation
Dispute on behalf of Ken Mendenhall in the amount of \$48.24.

DISPOSITION: Settled and Withdrawn.

Case # Local 542, San Diego, California, and
8-8-3952 Cal-Canadian Motor Express

P + D On April 28 and again on May 1/68, Cal-Canadian violated the
Dispute seniority of layoff employee Gary Dupuy by using a non-bargaining
unit employee to do the work.

DECISION: (Committee for Local Operations - Transcript Pg.146 - 8/14/68)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 898, El Centro, California, and
8-8-3953 Imperial Truck Lines

P + D Runaround for Edward F. Quiroz, local heavy-duty driver, on
Dispute 2-7-68.

DECISION: (Committee for Local Operations - Transcript Pg. 10 - 8/13/68)
M/m/s/c/ in Case #8-8-3953 and Case #8-8-3954 the claim of the Union be denied.
NOTE: Cases #8-8-3953 and 8-8-3954 were heard together.

Case # Local 898, El Centro, California, and
8-8-3954 Imperial Truck Lines, Inc.

P + D Runaround for Arthur I. McBride, local heavy-duty driver on
Dispute 2-7-68. Part-time help, Doyle Kinnon, worked heavy-duty in
a.m. Claim for 3 hours and 30 minutes for total of \$20.70.
Runaround for Arthur I. McBride, local heavy-duty driver, on
3-5-68. Part-time help Robert Preece, worked heavy-duty in
a.m. Claim for 2 hours 30 minutes for total of \$14.79. Total
for both claim - \$35.49.

DECISION: (Committee for Local Operations - Transcript Pg. 10 - 8/13/68)
The decision in Case #8-8-3953 applies.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # 8-8-3955	L-648	<u>CARL CHRISTMAN</u> , member of Local 190, Billings, Montana. Employee of Northern Pacific Transport. Request is for a period of 90 days, effective May 28, 1968, for the purpose of accepting other employment because of the merger.
	L-649	<u>PAUL D. DILLOW</u> , member of Local 357, Los Angeles, California. Employee of Valley Motor Lines. Request is for a period of 90 days, effective May 27, 1968, for the purpose of accepting a non-covered Supervisory position (Claim Agent - Consolidated Copperstate Lines).
	L-650	<u>JAMES L. JACKSON</u> , member of Local 208, Los Angeles, California. Employee of Valley Copperstate, Valley Express Co., Division. Request is for a period of 90 days, effective April 26, 1968, for the purpose of working for Company in capacity of Dock Foreman.
	L-651	<u>JOHN PARK</u> , member of Local 208, Los Angeles, California. Employee of Republic Machinery Moving. Request is for a period of 90 days, effective May 1, 1968, for the purpose of accepting Management position.
	L-652	<u>JOHNNY P. TURNER</u> , member of Local 208, Los Angeles, California. Employee of Milne Truck Lines, Inc. Request is for a period of 90 days, effective April 8, 1968, for the purpose of becoming Yard Foreman.
	L-653	<u>MICHAEL D. DEARMAN</u> , member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective June 10/68, for the purpose of becoming a Dispatcher, the duties of which are not covered by Western States Area Master Freight Agreement.
	L-654	<u>JIM R. FOSTER</u> , member of Local 180, Los Angeles, California. Employee of DC International, Inc. Request is for a period of 90 days, effective June 17, 1968, for the purpose of accepting an exempt position (Line Dispatcher) from a former non-exempt position (Line driver).
	L-655	<u>RALPH MOORE</u> , member of Local 180, Los Angeles, California. Employee of DC International, Inc. Request is for a period of 90 days, effective June 3, 1968, for the purpose of accepting an exempt position (Line Dispatcher) from a former non-exempt position (Line Driver).
	L-656	<u>JAMES E. NICHOLSON</u> , member of Local 104, Phoenix, Arizona. Employee of DC International, Inc. Request is for a period of 90 days, effective June 12, 1968, for the purpose of accepting a job as a Salesman for the Company on a trial basis.
	L-657	<u>DAVID E. ST. PIERRE, SR.</u> , member of Local 396, Los Angeles, California. Employee of Metropolitan Terminals. Request is for a period of 90 days, effective June 17, 1968, for the purpose of accepting Supervisory position.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #
8-8-3955

- L-658 EUGENE ZAMORA, member of Local 357, Los Angeles, California. Employee of Wescar Terminals. Request is for a period of 90 days, effective June 17, 1968, for the purpose of taking a non-covered position (Supervisor).
- L-659 WAYNE COX, member of Local 104, Phoenix, Arizona. Employee of Cantlay & Tanzola, Division of Western Gillette. Request is for a period of 90 days, effective June 24, 1968, for the purpose of trying out as tank dispatcher.
- L-660 JOHN SORENSEN, member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines. Request is for a period of 90 days, effective July 8, 1968, for the purpose of trying out as Dispatcher for Local 104 Dispatching Hall.
- L-661 JOHN M. WELDON, member of Local 208, Los Angeles, California. Employee of P. M. T. Request is for a period of 90 days, effective June 24, 1968, for the purpose of Supervisory work.
- L-662 LORA S. WILLIS, member of Local 17, Denver, Colorado. Employee of I. M. L. Freight, Inc. Request is for a period of 30 days, effective May 27, 1968, for the purpose of taking a temporary dispatching job.
- L-663 ORREN R. CROUCH, member of Local 357, Los Angeles, California. Employee of Coast Cartage Co. Request is for a period of 60 days, effective July 1, 1968, for the purpose of taking non-union job.
- L-664 CLARENCE EVERETT LEHMAN, member of Local 357, Los Angeles, California. Employee of Pacific Transportation & Warehouse Co., Inc. Request is for a period of 90 days, effective July 8, 1968, for the purpose of taking non-covered position.
- L-665 WARREN LEASH, member of Local 81, Portland, Oregon. Employee of Consolidated Freightways. Request is for a period of 90 days, effective May 4, 1968, for the purpose of taking a Supervisory position at the Portland terminal. NOTE: A 90 day Leave of Absence was granted at the May, 1968 JWAC Meeting - Case #5-8-3758 - L-639, commencing February 4, 1968.
- L-666 LAWRENCE P. CARON, member of Local 17, Denver, Colorado. Employee of P. I. E. Request is for a period of 90 days, effective August 11, 1968, for the purpose of dispatching men out of Teamsters Local 17 hiring hall.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case #
8-8-3955

L-667

HENRY G. PRICHARD, member of Local 17, Denver, Colorado. Employee of I.M.L. Freight, Inc. Request is for a period of 30 days, effective June 22, 1968, for the purpose of vacation relief.

L-668

MANUEL LOUREIRO, member of Local 439, Stockton, California. Employee of Panella Trucking. Request is for a period of 60 days, effective July 1, 1968, for the purpose of temporary Dispatcher.

L-669

JOHN MARTIN, JR., member of Local 208, Los Angeles, California. Employee of J & B Trucking Co. Request is for a period of 90 days, effective August 1, 1968, for the purpose of trying out for Sales position with Company.

L-670

PETER M. CRNOGORAC, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective July 15/68, for the purpose of Assistant to Dispatch.

L-671

RICHARD DECKER, member of Local 208, Los Angeles, California. Employee of J & B Trucking Co. Request is for a period of 90 days, effective August 1, 1968, for the purpose of trying out for Management position with Company.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case #
8-8-3955

- L-672 SAN BRUNO, JR., member of Local 208, Los Angeles, Calif. Employee of Imperial Truck Lines, Inc. Request is for a period of 90 days, effective July 15, 1968, for the purpose of acting as Sales Representative.
- L-673 PATRICK D. HUNTER, member of Local 235, Orange, California. Employee of Oertly Bros. Trucking Company. Request is for a period of 90 days, effective July 29, 1968, for the purpose of taking position of Dispatcher.
- L-674 ELSANN EXCELL, member of Local 856, San Francisco, California. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective July 22, 1968, for the purpose of continuing to work for the Company performing duties which do not fall under the classification of work covered by the contract.
- L-675 UBALDO LOPEZ, member of Local 357, Los Angeles, Calif. Employee of West Coast Cartage Co., Inc. Request is for a period of 90 days, effective July 15, 1968, for the purpose of obtaining experience as a Dock Foreman at West Coast.
- L-676 JAMES EDWARD MOON, member of Local 357, Los Angeles, California. Employee of Western Gillette, Inc. Request is for a period of 30 days, effective July 16, 1968, for the purpose of entering a Management position.
- L-677 GARY RUBIN, member of Local 104, Phoenix, Arizona. Employee of DC International, Inc. Request is for a period of 90 days, effective August 1, 1968, for the purpose of taking non-working Dock Foreman position on trial basis.
- L-678 THEODORE W. MORRIS, member of Local 17, Denver, Colorado. Employee of Leeway Motor Freight, Inc. Request is for a period of 90 days, effective August 5, 1968, for the purpose of becoming a Supervisory employee.
- L-679 DICK DAVENPORT, member of Local 741, Seattle, Wash. Employee of VCS, Portland-Seattle Freight Lines. Request is for a period of 90 days, effective July 23, 1968, for the purpose of transferring on a probationary basis to O.S. + D. Department.

DECISIONS: (Sub-Committee - Transcript Page 243 - through 274)

The above Leaves of Absence were approved with the following exception:

L-665 WARREN LEASH: (Transcript Page 260) Request Denied.
M/m/s/c/ that the request be denied and that Warren Leash be instructed to return to unit work on or before Monday, August 26, 1968.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 2, Butte, Montana, and
8-8-4070 Garrett Freightlines

P + D Union requesting that employees Leppanen and Crnich be allowed
Dispute to go on vacation as posted. It is the position of the Union that
past practice of lap-over on vacations have been permitted and
that the men should be allowed to go on vacation as they requested.

DISPOSITION: Withdrawn.

Case # Local 2, Butte, Montana, and
8-8-4071 Garrett Freightlines

P + D Request one day's pay at time and one-half for Thomas Harvey a
Dispute senior employee who was not called to work on June 24, 1968, and
two casuals were worked.

DECISION: (Committee for Local Operations - Transcript Pg. 114 - 8/14/68)
M/m/s/c/ that the position of the Union be upheld.

Case # Local 2, Butte, Montana, and
8-8-4072 Garrett Freightlines

P + D Request pay for senior eligible P+D drivers for all hours worked
Dispute by Bill Pesanti and other July 3, 1968 at Dillon, Montana.

DECISION: (Committee for Local Operations - Transcript Pg. 108 - 8/14/68)
M/m/s/c/ that the senior P + D employee be paid three hours at the time and a half
rate for the work performed by the terminal manager in the case in question.

Case # Local 431, Fresno, California, and
8-8-4073 Pacific Motor Trucking Company

P + D Union claims 3-1/2 hours per day at overtime rate for grievant
Dispute H. L. Hayes when he was moved from 1:00 p.m. shift to 4:30 p.m.
shift and a less seniority man was put on 1:00 p.m. shift from
May 13, 1968.

DECISION: (Committee for Local Operations - Transcript Pg. 192 - 8/15/68)
M/m/s/and Deadlocked that the claim of the Union be allowed.

NOTE: See Main Committee for final disposition.

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
8-7-3296 Garrett Freightlines, Inc.

Warning Teamster Local 741 protests the 67 warning letters written on
Letters April 26, 1967 by Garrett Freightlines, received in Local
741's office on April 27, 1967 by registered mail.

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
11-7-3379 Santa Fe Trails

Joint Under piggyback Plan 4, the Company is unloading pigs at the
Council #7 pig ramp in Oakland, then taking them to San Francisco with
Dispute a Local 70 driver and dropped at consignee and unloaded by
Local 85 personnel. Union's position is that if a Local 70 driver
stays with the trailer they have objection, but if the trailer is
dropped at consignee a Local 85 man should be left with the trailer.

DISPOSITION: Postponed.

Case # Local 287, San Jose, California, and
11-7-3410 Pacific Motor Trucking

Joint Work jurisdiction. The Company is dropping trailers at the
Council #7 Payless Drug Stores for Van Load Sales. These trailers are
Dispute left at the consignee for two-three or four days. The Union's
position is that the Company may not drop trailers without
local men in attendance.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
11-7-3422 Pacific Motor Trucking

O-T-R Runaround for Vernon Cramer. A Los Angeles driver on the
Dispute preferred extra board left Oakland with a Stockton load. He
dropped the load at Stockton, picked up a Los Angeles load and
proceeded to his home terminal. The Union's position is that
the Stockton load was short line work and he is filing runaround
for a short line driver.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
11-7-3482 Pacific Intermountain Express

O-T-R Union is filing for difference between an Omaha and a Twin
Dispute Cities dispatch (Pay Log #151275) for grievants Silva and Chatburn.

DECISION: (Main Committee - Transcript Page 111 - 8/13/68)
M/m/s/and Deadlocked based on the facts the Union's claim be denied.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways, and
2-8-3538 Local 208, Los Angeles, California

Clarification By mutual agreement with Local 208, Consolidated Freightways is requesting the JWAC to clarify whether or not their award in this case was for eight hours pay per day only, or did it include any overtime the individual involved may have allegedly worked?

DECISION: (Main Committee - Transcript Page 448 - 8/16/68)
M/m/s/c/ that based on the facts in the case the claim of the Union be upheld.

Case # Local 208, Los Angeles, California, and
2-8-3553 Coast Cartage Company

Factual The Contract states "employees of a cartage company shall go
Interpre- with the account." Coast Cartage refused to take the people,
tation therefore, this claim is for a day's pay for each laid off employee
for each day this continues to occur.

DECISION: (Main Committee - Transcript Page 306 - 8/14/68)
M/m/s/c/ the grievances are denied. Recognizing the uncertainty that exists regarding the rules governing house accounts and the procedures required upon the transfer of such accounts from one Employer to another Employer under the Master Freight Agreement, the following rules shall apply:
(1) Whenever a house account is transferred from one Company to another under the Master Freight Agreement the employees working on said account shall go with the account if they so wish. (2) Upon such transfer the employee who goes with the account shall retain his seniority in the house account and shall begin to accumulate Company seniority with the new Employer. (3) If the employee elects to remain with his original Employer after the transfer of the house accounts, he shall be retained with full seniority for all purposes accumulated with that Employer.
NOTE: Cases #2-8-3553 - #2-8-3554 and #8-8-3981 were heard together.

Case # Local 208, Los Angeles, California, and
2-8-3554 G + H Transportation

Factual This claim is for a day's pay for each day G + H is doing the work
Interpre- without the people who were originally on it.
tation

DECISION: The Decision in Case #2-8-3553 applies.

Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at the
Council #7 consignee or shippers in Local 70 jurisdiction. The shipper or
Dispute consignee is loading or unloading the freight.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
 2-8-3580 Delta Lines, Inc.

Joint The Union is asking whether or not air freight picked up at the
 Council #7 airport is or is not connecting carrier freight.
 Dispute

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
 2-8-3596 N. P. Transport

Clarifica- Claiming 1-1/2 hours a day at overtime rate for Thomas A.
 tion Clark and R. L. Heiser for mechanics doing Teamsters work.

DISPOSITION: Postponed.

Case # Local 224, Los Angeles, California, and
 2-8-3603 Los Angeles-Seattle Motor Express

O-T-R Case #95: Local 224 on behalf of Joe Comeaux claims 4-1/2
 Dispute hours misdispatch on November 1/67 at Stockton, California.
 We request the JSC to instruct the Company to continue the past
 practice of first-in, first-out, and pay Mr. Comeaux 4-1/2 hours
 at the long line hourly rate.

Case #97: Local 224 on behalf of Charles E. Bissitt claims
 misdispatch at the Stockton layover point on December 6/67,
 1-1/2 hours; December 8/67, 1-1/2 hours. Historically, Los
 Angeles based drivers have been dispatched out of Stockton first-
 in, first-out.

DECISION: (Main Committee - Transcript Page 281 - 8/14/68)
 M/m/s/c/ the Company and the Union have concluded the poll of the line drivers as
 directed by this committee. The poll resulted in a tie vote. It is the decision of this
 committee the present dispatch procedures shall remain in effect. This decision shall
 not preclude the Company and the Union from negotiating changes in the dispatch pro-
 cedure in the future.

Case # Local 468, Oakland, California, and
 2-8-3618 O.N.C. Fast Freight

O-T-R Union claiming 8 hours runaround December 18/67 in the name
 Dispute of Joseph Moniz.

DISPOSITION: Postponed.

Case # Local 551, Lewiston, Idaho, and
 2-8-3622 Garrett Freightlines

O-T-R Sleeper team, Christinsen and Suddeth, depriving regular Lewiston
 Dispute station road driver of work on November 10/67. Union claims
 wages for local driver.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
2-8-3677 Fairbanks Trucking, Inc.

Master Union claims Fairbanks bought out E. J. Gallo Tank who employ
Dispute eight men. These men were hired by the Company and should
retain Company seniority for fringe purposes.

DISPOSITION: Settled and Withdrawn.

Case # Local 386, Modesto, California, and
2-8-3678 Yolo Transportation Co.

O-T-R Company used sub-haulers on December 7 and 10, 1967 - left
Dispute regular men home. Claiming time lost for regular drivers.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
5-8-3771 Garrett Freightlines

O-T-R One round trip for Thomas Dunn, Helena and return, plus work
Dispute time for sleepers doing single man work.

DECISION: (Main Committee - Transcript Page 146 - 8/13/68)
M/m/s/c/ the claim be denied.

Case # Local 224, Los Angeles, California, and
5-8-3786 Cargo Carriers

O-T-R Local 224 on behalf of the members employed at Cargo Carriers
Dispute request a search of the records to determine the actual amount
of money due each man when the Company disposed of their line
equipment and sub-contracted their line operation.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
5-8-3787 Cargo Carriers, Inc.

Sub- Local 224 on behalf of the members employed at Cargo Carriers
Contracting requests a search of the records to determine the actual amount
of money due each line man when the Company disposed of their
line equipment and sub-contracted their line operations.

DISPOSITION: Settled and Withdrawn.

Case # Local 431, Fresno, California, and
5-8-3796 Valley Motor Lines

O-T-R Union claims money for Bart Campbell when not worked on proper
Dispute seniority.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
 5-8-3798 Molasses Truck Service

Tanker Molasses Truck Service is not paying the proper scale as per
 Dispute contract.

DISPOSITION: Postponed.

Case # Local 492, Albuquerque, New Mexico
 5-8-3809 Local 180, Los Angeles, California, and
 Navajo Freight Lines, Inc.

O-T-R Local 492 claims pay for M. E. Karker and E.P. Gracey in
 Dispute the amount of \$54.25 for each driver.

DISPOSITION: Committee retains jurisdiction.

Case # Local 961, Denver, Colorado, and
 5-8-3831 Navajo Freight Lines, Inc.

O-T-R Robert H. Arnold and V. R. Davis state: We arrived in Chicago
 Dispute on our first dispatch at 1537 CST, March 4/68 and were sent to
 the hotel on layover until 1136 CST, March 5/68. While we were
 in the hotel, a Chicago team was dispatched to Oakland, California
 with Tractor #2266 and Trailer #5035 at 0130 March 5/68 CST
 over the North Route. Since the Denver drivers originally started
 this run, we feel we are entitled to this work before the Chicago
 power.

DISPOSITION: Committee retains jurisdiction.

Case # Local 961, Denver, Colorado, and
 5-8-3832 Navajo Freight Lines, Inc.

O-T-R T. E. Hatley and A. L. Grizzle state: Pulled trailer Leeway 1616
 Dispute from Amarillo, Texas to Albuquerque and were told to check in
 Albuquerque for instructions. This load was designated to Camp
 Parks, California. We had to drop this load and return to Denver.
 Claim this trip on to Camp Parks was due us instead of returning
 to Denver.

DISPOSITION: Committee retains jurisdiction.

Case # Local 961, Denver, Colorado, and
 5-8-3834 Navajo Freight Lines, Inc.

O-T-R Plush and Nelson request pay in the amount of one round trip
 Dispute Denver to Albuquerque and return, due to runaround (\$54.18)

DISPOSITION: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-8-3835 Navajo Freight Lines, Inc.

O-T-R W. O. Warner and K. E. Timmons state: Trailer 1309 arrived
Dispute in Denver, February 12, 1968 from Amarillo, via Santa Fe
Railroad piggyback operation, loaded with 13,929 pounds - L.T.L.
We have hauled the freight from Amarillo to Denver in the past.
The Company has never requested a Change of Operations to
allow pigging over this route. We could have pulled this load
and claim one round trip Denver to Amarillo - \$52.92.

DISPOSITION: Committee retains jurisdiction.

Case # Local 961, Denver, Colorado, and
5-8-3836 Navajo Freight Lines, Inc.

O-T-R Claim runaround pay in the amount of one round trip Denver
Dispute to Amarillo and return in behalf of Plush and Bode.

DISPOSITION: Committee retains jurisdiction.

Case # Local 961, Denver, Colorado, and
5-8-3837 Navajo Freight Lines, Inc.

O-T-R Lewis W. Meyers and W. J. Dolezal state: Were dispatched
Dispute Denver via Camp Parks to Oakland to San Jose. We pulled
trailer TIME #4814 to Albuquerque, arriving at 9:02 p.m.
February 15/68, picked up trailer #2057 to Denver. The load
picked up at San Jose was a South Bend load. We many times
pulled loads over the North Route to Chicago and other points.
To send loads this way to South Bend is 160 miles further than
the North Route. We request pay for roundtrip Denver to Chicago,
2050 miles.

DISPOSITION: Committee retains jurisdiction.

Case # Local 208, Los Angeles, California, and
5-8-3852 Associated Freight Lines

Warning The Local Union protests the issuance of the questionable warning
Letters notice to Harry McAlpine, et al which was received as a telegram,
for being engaged in an alleged "work stoppage" on the date of
January 29, 1968.

DECISION: (Alternate Main Committee - Transcript Page 122 - 8/15/68)
M/m/s/c/ that the warning letters be withdrawn.

Case # Local 224, Los Angeles, California, and
5-8-3854 Brothers Transportation

Warning Local 224 on behalf of Gerald C. Rohling protests the warning
Letter letter dated December 12/67 for "unnecessary delay of freight"
issued to Rohling on December 23/67 and wishes it withdrawn
from his record.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 911, Klamath Falls, Oregon, and
5-8-3857 Trans-Western Express

Warning Protest warning letter of January 18, 1968 to Harley Newland.
Letter

DISPOSITION: Settled and Withdrawn.

Case # Pacific Motor Trucking, and
5-8-3863 Local 70, Oakland, California

Joint The Union claims mail runs to Oakland Army Base are being
Council #7 performed by line drivers which is Local 70's jurisdiction.
Dispute

Clarification Pacific Motor Trucking Company requests a clarification of
decision rendered in Case #5-8-3863 between Local 70 and
P.M.T.

DECISION: (Joint Council #7 Committee - Transcript Page 43 - 8/14/68)
M/m/s/c/ due to the peculiar set of facts presented, this committee retain juris-
diction of this case.

Case # Local 85, San Francisco, California, and
5-8-3865 Pacific Motor Trucking

Joint Union claims Company in violation of Article 45 by claiming rail
Council #7 substitute service 2 without having a rail spur track.
Dispute

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
5-8-3879 Garrett Freightlines

O-T-R Requests 426 miles plus subsistence for work performed by
Dispute driver Parker of Spokane Division working in Billings Division.
Work belonged to James Kimball of Billings.

DECISION: (Main Committee - Transcript Page 149 - 8/13/68)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 741, Seattle, Washington, and
5-8-3883 Portland - Seattle Freight Lines

O-T-R Gary P. Atkinson requests runaround pay from Portland-Seattle
Dispute Freight Lines when on October 28/67 and November 18/67 he
claimed he was runaround by J. Nelson, a Portland driver, and
on November 25/67 he claimed he was runaround by H. Marion,
Portland driver.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California
 5-8-3894

Change of Company involved: I. M. L. Freight, Inc.
 Operations

Clarification On approximately April 26/68 I was a member of Local 208 and the Company said there was a position available on the (224 Local) line to Vegas. I accepted position in good faith not knowing that a month later I. M. L. would close the Las Vegas branch. I am claiming to be restored to my rightful position on the 208 seniority board under the above mentioned Article and Sections.
 Signed: Pete R. Castillo, Jr.

DECISION: (Main Committee - Transcript Page 293 - 8/14/68)
M/m/s/c/ that based on the fact that the Company closed their terminal within the thirty-four day period that Pete R. Castillo, Jr.'s seniority date for all purposes be October 19, 1959.

Case # Local 17, Denver, Colorado, and
 8-8-3919 Burlington Truck Lines, Inc.

P + D Manuel Schantz filing pay claim for \$28.80 March 1, 1968.
 Dispute

DECISION: (Main Committee - Transcript Page 514 - 8/16/68)
M/m/s/and Deadlocked that the unloading of the Burlington Truck Lines trailer is bargain unit work.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

Case # Local 208, Los Angeles, California, and
 8-8-3934 Pacific Motor Trucking

P + D Case #846: On February 2/68, Killgore was moved back from
 Dispute a 9:00 A.M. start time to a 3:30 p.m. start. He is not the junior H.D. driver. This claim is for 6-1/2 hours at overtime rate for each day this occurred. On 2/1/68 it happened to D. Creese and also C. Gerold. Claim is same as above for each of these two men.

Case #933: On 4/11/68 the Company started junior man (E. Hughes) at 9:00 a.m. Senior man C. Gerold started at 3:30 p.m. Claim is for 6-1/2 hours at the overtime rate of pay for Gerold.

DECISION: (Main Committee - Transcript Page 514 - 8/16/68)
M/m/s/c/ based on the facts in this case the claim of the Union be upheld.

Case # Local 386, Modesto, California- Local 439, Stockton, and
 8-8-3947 Delta Lines

P + D Union has O.S. + D classification and claims the work as bargain-
 Dispute ing unit work. Union claims money for two men - Lucas and Cornellier, and for office employee.

DECISION: (Main Committee - Transcript Page 515 - 8/16/68)
M/m/s/c/ based on the facts presented in this case the claim of Local Union 439 is allowed and the claim of Local Union 386 is disallowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 2, Butte, Montana, and
8-8-3956 Garrett Freightlines

O-T-R Request 4 hour pay at time and one-half for senior pick-up
Dispute and delivery driver, eligible, because sleeper teams loading
pick-up and delivery trucks.

DECISION: (Main Committee - Transcript Page 141 - 8/13/68)
M/m/s/c/ that the Union's claim be upheld.

Case # Local 17, Denver, Colorado, and
8-8-3957 Navajo Freight Lines, Inc.

Master Harvey L. Wren filing pay claim.
Dispute

DECISION: (Main Committee - Transcript Page 357 - 8/15/68)
M/m/s/c/ that these cases do not involve sub-contracting and the claims of the Union
be denied.
NOTE: Cases #8-8-3957 - #8-8-3958 and #8-8-3959 were heard together.

Case # Local 17, Denver, Colorado, and
8-8-3958 Navajo Freight Lines

Master James Wills filing pay claim.
Dispute

DECISION: The decision in Case #8-8-3957 applies.

Case # Local 17, Denver, Colorado, and
8-8-3959 Navajo Freight Lines

Master Herman Gandora filing pay claim.
Dispute

DECISION: The decision in Case #8-8-3957 applies.

Case # Local 70, Oakland, California, and
8-8-3960 Pacific Motor Trucking

Master The Company had a contract to move the freight of Railway
Dispute Express. Railway Express Agency was awarded over-the-road
rights and as a result the Company lost the bulk of their business.
The Company abolished two night hostling jobs in the Railway
Express yard.

DECISION: (Main Committee - Transcript Page 153 - 8/13/68)
M/m/s/c/ that the claim of the Union be denied in view of the fact that R.E.A. is
the same as any other interline carrier or certificated carrier.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-8-3961 Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated over mileage pay claim
Dispute for drivers Pellow and Hudkins occurring on May 22nd and 23rd,
1968.

DECISION: (Main Committee - Transcript Page 312 - 8/14/68)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # Local 81, Portland, Oregon, and
8-8-3962 Consolidated Freightways (Bulk Commodities)

Sleeper Local 81 is in dispute with Consolidated Freightways, Bulk
Tank Commodities over a runaround claim for Welsch and Hudkins.
Dispute

DECISION: (Main Committee - Transcript Page 316 - 8/14/68)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 81, Portland, Oregon, and
8-8-3963 Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated Freightways involving
Dispute the utilization of sleeper cab equipment for the distribution of
freight, depriving claimant Harpster of additional relay operations.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
8-8-3964 Consolidated Freightways

O-T-R Local 81 is in dispute with Consolidated Freightways over a
Dispute mileage pay claim involving an enroute change of orders for
sleeper team of Cook and Cook, which occurred on April 12/68.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
8-8-3965 Interstate Motor Lines

P + D Local 81 is in dispute with Interstate Motor Lines over the
Interpre- application of premium pay for hours on regular shifts that fall
tation after midnight into a holiday.

DISPOSITION: (Main Committee - Transcript Page 297 - 8/14/68)
Postponed until the next meeting and committee to hold jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
 8-8-3966 Interstate Motor Lines

Master Local 81 is in dispute with Interstate Motor Lines over the
 Dispute Company replacing working dispatchers within the bargaining
 unit with people out of the bargaining unit.

DISPOSITION: Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
 8-8-3967 Dant Forest Products - Nikkel Corporation

Master Dant Forest Products had gone out of the trucking business.
 Dispute It was the position of the Union that the Company had transferred
 their interest to Nikkel Corporation and that the men should have
 been moved to the new Corporation.

DECISION: (Main Committee - Transcript Page 34 - 8/13/68)
M/m/s/c/ since this case involves a question of interpretation of the National Master
 Freight Agreement, it be referred to the National Grievance Committee for decision.

Case # Monarch Institutional Foods - Division of Consolidated Foods
 8-8-3968 Corp., and Local 85, San Francisco, California

Master Monarch Institutional Foods request the following change:
 Dispute The men would be paid on Thursday of each week, on a full
 Monday through Friday basis.

DECISION: (Main Committee - Transcript Page 59 - 8/13/68)
M/m/s/c/ that the proposed method of payment be approved. This committee holds
 jurisdiction to review the method of adjustment of checks.

Case # Local 85, San Francisco, California, and
 8-8-3969 Western Transportation

Master The Union's position is that the Company is sub-contracting.
 Dispute

Sub-
 Contracting

DECISION: (Main Committee - Transcript Page 175 - 8/13/68)
M/m/s/c/ that this is not a sub-contracting case and that the Union claim be denied.

Case # Local 180, Los Angeles, California, and
 8-8-3970 Consolidated Freightways

O-T-R Chambers and Morgan are asking to be compensated for one hour
 Dispute pay each man at the applicable rate of pay. This time is claimed
 for numerous tire checks the drivers made while pulling a load
 of explosives.

DECISION: (Main Committee - Transcript Page 325 - 8/15/68)
M/m/s/c/ that the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-8-3971 Consolidated Freightways

Interpre- On January 31, 1968, George Boyer and Partner stopped at a
tation truck stop for coffee for approximately 15 minutes. While they
were there, because the locks on the doors were not working
they were unable to lock the truck. It is the position of Local
180 that under Article 16, the Company should be required to
fix and keep the locks in working order.

DISPOSITION: Withdrawn.

Case # Local 180, Los Angeles, California, and
8-8-3972 Consolidated Freightways

O-T-R Local 180 is filing a protest on behalf of all Local 180 drivers at
Dispute Consolidated Freightways, on April 4, 1968 the Company instructed
drivers Liebelt and McCorry while in Akron, Ohio to do work
which is not required of them under the Western States Supplemental
Agreement. When the drivers told the Company this was not their
work the Company insisted they do this to the point that they were
told if they refused they would be terminated.

DISPOSITION: Withdrawn.

Case # Local 180, Los Angeles, California, and
8-8-3973 Illinois - California Express

O-T-R Local 180 on behalf of Owenbey and Shea takes the position that
Dispute these men are entitled to 10-1/2 hours pay at \$3.68 per man, a
total of \$38.64 for each man. Abuse of free time.

DECISION: (Main Committee - Transcript Page 379 - 8/15/68)
M/m/s/c/ since the freight was junk freight that the claim of the Union is denied.

Case # Local 180, Los Angeles, California, and
8-8-3974 Los Angeles - Seattle Motor Express

O-T-R Frank LeClaire and Puryear are asking to be paid for 19-1/2
Dispute hours pay when they were runaround in Los Angeles by an Oakland
team.

DECISION: (Main Committee - Transcript Page 442 - 8/15/68)
M/m/s/c/ that this case be referred back to the parties to see if they can settle it and
work out some rules.

Case # Local 180, Los Angeles, California, and
8-8-3975 Navajo Freight Lines

O-T-R Local 180 is filing a protest against Navajo for taking an improper
Dispute mileage cut as of April 1, 1968.

DECISION: (Main Committee - Transcript Page 328 - 8/15/68)
M/m/s/c/ that since the Company previously ran the route and had established miles,
the claim of the Union is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-8-3976 Navajo Freight Lines

O-T-R Calderera and Roberts are asking for 8-3/4 hours pay when they
Dispute were runaround in Chicago by drivers Lawrence and Savage.
When Calderera and Roberts claimed the time it was denied on
the basis that they were over their running time.

DECISION: (Main Committee - Transcript Page 335 - 8/15/68)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 180, Los Angeles, California, Local 492
8-8-3977 Navajo Freight Lines

O-T-R Charles Dwyer and B. C. Stroud are asking pay for 12 hours
Dispute abuse of free time to each driver on April 22, 1968.

DECISION: (Main Committee - Transcript Page 341 - 8/15/68)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 180, Los Angeles, California -
8-8-3978 Local 492, Albuquerque, New Mexico - Local 961, Denver, Colorado,
Navajo Freight Lines

Master At the present time we are paying our sleeper drivers on four
Dispute week increments the \$3.50 per 1,000 miles subsistence.
The Company desires to change this method of payment and pay
the drivers the mileage subsistence pay on their regular weekly
payroll check. The subsistence will be properly identified.

DISPOSITION: Withdrawn.

Case # Local 180, Los Angeles, California, and
8-8-3979 Pacific Intermountain Express

Interpre- Local 180 takes the position that Ferris and Pettit are entitled
tation to \$2.75 each man. The Contract, under Article 54, Section
7 (a) specifically states that subsistence on the Denver to Seattle
run be paid at the rate of \$4.25 per 24 hour period or portion
thereof. This team was 57 hours on this run and were paid
\$10.00 subsistence. Shorted \$2.75, date of denial, May 6/68 -
Pay log #156960.

DECISION: (Main Committee - Transcript Page 348 - 8/15/68)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 186, Santa Barbara, California, and
8-8-3980 O. N. C. Motor Freight System

O-T-R Local 186 on behalf of Robert Smith is asking for one day's pay.
Dispute

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-8-3981 Signal Trucking Company

Interpre- Driver - House Account - Will G. Bethke. This grievance is
tation being filed for a clear ruling on the "House Account" clause,
Article 41, Section 2, bidding.

DECISION: The Decision in Case #2-8-3553 applies.

Case # Local 208, Los Angeles, California, and
8-8-3982 Transport Cartage and Distributing

Master The Company has shown disregard for Article 6, Section 1
Dispute of the National Master Freight Agreement in that they discontinued
the Christmas bonus in 1967, a past practice of this Company
for over fifteen years.

DECISION: (Main Committee - Transcript Page 260 - 8/14/68)
M/m/s/c/ that under Article 6, Section 1, of the National Master Freight Agreement
the Christmas bonus be continued.

Case # Local 222, Salt Lake City, Utah, and
8-8-3983 Garrett Freightlines, Inc.

O-T-R The Union claims runarounds on behalf of the first two teams
Dispute who were placed on lay at Seattle, contending that since they
were first out they should have been returned to Salt Lake City
ahead of the other three teams.
It is the Company's position that the last three teams never
reached their layover point in Seattle and that teams enroute
can be turned short of the lay point.

DECISION: (Main Committee - Transcript Page 183 - 8/14/68)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # Local 222, Salt Lake City, Utah, and
8-8-3984 Garrett Freightlines, Inc.

Master Don Silcox is a bid washer with a Monday through Friday work
Interpre- week. The Union claims eight hours at overtime pay for each
tation Saturday within the 45 day time period preceding the filing of
this case (June 28/68), contending that on such Saturdays, the
Company is sending out its pick-up trucks to a service station
to be washed.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
8-8-3985 Garrett Freight

Interpre- Requesting an interpretation of Article 3, Section 3, of the
tation Master Agreement concerning whether or not an Employer has
the right to refuse to accept and withhold a Union member's
DRIVE check-off assignment authorization.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-8-3986 I. M. L. Freight, Inc.

O-T-R Salt Lake sleeper team Lewis and Whiteley claim a quarter of
Dispute an hour per man delay time at a road block due to construction and blasting.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
8-8-3987 Pacific Intermountain Express

Automotive Devon D. Jepperson is a bid parts man. On Memorial Day the
Dispute Company did not bid any partsman job, working only a skeleton crew. The Union contends that on that day, mechanics (not part of the bargaining unit) were issuing their own parts from the stockroom and that this is a violation of Teamster jurisdiction.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
8-8-3988 Garrett Freightlines, Inc.

O-T-R Local 224 on behalf of James Shelby claims 2 hours abuse of
Dispute free time on trip ending April 25, 1968, and 5-1/2 hours abuse of free time on trip ending April 27, 1968.

DECISION: (Main Committee - Transcript Page 366 - 8/15/68)
M/m/s/and Deadlocked that the claim be denied.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Case # Local 224, Los Angeles, California, and
8-8-3989 Illinois - California Express

Master Case #1163: Local 224 on behalf of Dale E. Parker claims 6
Dispute hours pay on March 29/68 when he had to wait for his paycheck.
Case #1164: Local 224 on behalf of Frank L. Quercia claims 3 hours pay on March 29/68 when he waited from 5:00 a.m. until 8:00 a.m. for his paycheck.

DECISION: (Main Committee - Transcript Page 292 - 8/14/68)
M/m/s/c/that the decision in Case #8-8-4003 shall apply.

Case # Local 224, Los Angeles, California, and
8-8-3990 Milne Truck Lines

O-T-R Local 224 on behalf of all affected 224 line drivers employed at
Dispute Milne Truck Lines claim misdispatch due to the fact that the Company piggybacked trailers on the following dates:
March 28-26-20-19-14-13-, 1968. February 28-27-21-20-14-7-6- and January 31, 1968.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
 8-8-3991 Pacific Motor Trucking (Freight Division)

O-T-R Local 224 on behalf of John P. Lawr, claims \$42.43 that the
 Dispute Company improperly forced him to pay as Health and Welfare
 payment when taking a Leave of Absence.

DISPOSITION: Withdrawn.

Case # Local 224, Los Angeles, California, and
 8-8-3992 Ringsby Truck Lines

O-T-R Local 224 on behalf of the members employed at Ringsby Truck
 Dispute Lines requests the Joint State Committee to instruct the Company
 to comply with Article 30 of the Over-The-Road Supplement,
 and assign work to the proper bargaining unit.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
 8-8-3993 Ringsby - Pacific, Ltd.

O-T-R Local 224 on behalf of George Curley claims mileage and check
 Dispute and fuel for a Stockton trip and return as claimed with trip sheet
 #49214 on March 26, 1968, and denied by the Company on
 April 30, 1968.

DECISION: (Main Committee - Transcript Page 80 - 8/13/68)
M/m/s/c/ that the claim is timely and be referred back to the Southern California
 Joint State Committee to be heard on its merits.

Case # Local 224, Los Angeles, California, and
 8-8-3994 Western Gillette

O-T-R Local 224 on behalf of Dale Caldwell and seven other extra board
 Dispute drivers claims misdispatch on April 23, 1968 by Hopper Trucks
 from Los Angeles to Phoenix.

DISPOSITION: Settled and Withdrawn.

Case # Local 255, Portland, Oregon, and
 8-8-3995 Consolidated Freightways

Automotive The new contract calls for a .05¢ premium for the graveyard shift
 Dispute only. According to the new contract the swing shift starts at
 4:00 p.m. instead of 6:00 p.m. The Union is asking the Company
 to pay the swing shift the \$2.67 rate from the 4:00 p.m. starting
 time and the graveyard \$2.67 plus the .05¢ increase from 12:00
 midnight.

DECISION: (Main Committee - Transcript Page 456 - 8/16/68)
M/m/s/c/ that because of certain understandings under the negotiations between the
 two Co-Chairmen, that in this case the committee will hold jurisdiction and a report
 rendered at our next regular session, and that the matter be referred to the Co-Chair-
 men of the Automotive Supplement for consideration or to be resolved.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 255, Portland, Oregon, and
8-8-3996 O.N.C. Motor Freight System

Automotive Local 255 is protesting the Company's utilization of non-bargaining
Dispute unit men in the sub-contract of the washing of Company equipment.
The Union is contending that it has been a past practice at
O.N.C. for men within the bargaining unit to wash Company
equipment and since this has been done in the past, the Company
should continue to use men within the bargaining unit to do this
work.

DISPOSITION: Postponed.

Case # Local 255, Portland, Oregon, and
8-8-3997 O. N. C. Motor Freight System

Automotive Local 255 is protesting the violation of Article 38 of the Auto-
Dispute motive Supplement by O. N. C. This is a violation where the
Company has allegedly used Local 81 members to do Local 255
members work.

DISPOSITION: Postponed.

Case # Local 287, San Jose, California, and
8-8-3998 Consolidated Freightways

Master The Union claims the Company does not have sufficient lights
Dispute at terminal yard for breaking and making trains. Claims the
Company was supplying flashlights, but now refuses to furnish
or maintain same.

DISPOSITION: Withdrawn.

Case # Local 287, San Jose, California, and
8-8-3999 Pacific Intermountain Express

O-T-R A Local 287 driver picked up a load in Oakland and delivered
Dispute at Ford Motor Company in 287 jurisdiction. The Union claimed
that this is local work and not short line work.

DISPOSITION: Withdrawn.

Case # Local 287, San Jose, California, and
8-8-4000 U. S. P. Corporation

Master The Union claims that on June 13, 1968 and June 14, 1968,
Dispute the Company used sub-haulers while regular employees did not
work.

DECISION: (Main Committee - Transcript Page 227 - 8/14/68)
M/m/s/c/ that based on the facts the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
8-8-4001 Western Gillette, Inc.

O-T-R On April 29, May 8th and 9th, and several other dates, the
Dispute Company delivered straight loads of garlic to Gilroy with a
Los Angeles-based driver. It was the position of the Union
that this was properly Local Pick-Up and Delivery work.

DECISION: (Main Committee - Transcript Page 231 - 8/14/68)
M/m/s/c/ based on the facts in this case the claim of the Union be upheld.

Case # Local 315, Martinez, California, Local 150, Sacramento, and
8-8-4002 Safeway Stores, Inc.

Master Local 315 protests the move you are making to Sacramento from
Dispute Richmond, concerning delivery of groceries.

DECISION: (Main Committee - Transcript Page 239 - 8/14/68)
M/m/s/c/ the case is improperly before this committee.

Case # Local 357, Los Angeles, California, and
8-8-4003 Illinois - California Express

Master For and on behalf of Donald Reilly: On May 17, 1968, the Company
Dispute posted a notice changing Company policy and pay day from
Thursday to Friday. We object to their changing Company policy
without notifying our Local Union.

DECISION: (Main Committee - Transcript Page 179 - 8/14/68)
M/m/s/c/ that the Company continue their past practice on their payday until such
time as the two companies are merged.

Case # Local 357, Los Angeles, California, and
8-8-4004 Transcon Lines

Interpre- Complaint by Nielsen: "This complaint is in reply to J.W.
tation Rakocy's 10-C, dated June 5, 1968, File A-630, and I protest
his forcing me to retire as of June 30, 1968.

DECISION: (Main Committee - Transcript Page 433 - 8/15/68)
M/m/s/c/ that Mr. Nielsen be returned to work with full seniority and compensated
for all time lost.

Case # Local 467, San Bernardino, California, and
8-8-4005 Cargo Carriers, Inc - Griley Security Freight Lines - Paxton
Trucking Company - Progressive Transportation Company -
West Transportation - Winans Bros. Trucking Co.

O-T-R Local 467 hereby files a grievance against the named trucking
Dispute companies under Article 43, Section 5 of the O-T-R Agreement
on behalf of all employees at the Companies Fontana Terminals
in the amount of .07¢ per hour effective April 1/68 through the
date this issue is resolved.

DECISION: See decision on following page.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 467, San Bernardino, California, and
8-8-4005 All companies listed on previous page

DECISION: (Main Committee - Transcript Page 46 - 8/13/68)
M/m/s/c/ that those runs coming under the true short line definition will be paid the short line rate as defined in the O-T-R book. Those runs wholly within a Local Union's jurisdiction or those runs which are peddling in or out of their jurisdiction shall be paid the peddle run rate as described in the settlement reached between the parties covering peddle run rates in Joint Council 42.

Case # Local 467, San Bernardino, California, and
8-8-4006 McKeown Transportation Company, Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transporta-
Dispute tion Company on behalf of Walter Wright in the amount of \$96.77 and B. Cargill in the amount of \$86.90.

DECISION: (Main Committee - Transcript Page 84 - 8/13/68)
M/m/s/c/ that the claim be denied.

Case # Local 468, Oakland, California, and
8-8-4007 Delta Lines, Inc.

O-T-R Grievant, John C. Torbet was on an ammo run from Los
Dispute Angeles to Port Chicago. He took one hour eating stops and the Company paid 1/2 hour. Union is claiming one hour eating stop.

DECISION: (Main Committee - Transcript Page 135 - 8/13/68)
M/m/s/c/ the claim be denied.

Case # Local 468, Oakland, California, and
8-8-4008 O. N. C. Motor Freight System

Master Maintenance of Standards filed in the name of Jack Erps.
Dispute

DECISION: (Main Committee - Transcript Page 120 - 8/13/68)
M/m/s/c/ the claim of the Union be upheld for Mr. Jack Erps. He gets two eights on a Redding turn.

Case # Local 468, Oakland, California, and
8-8-4009 Ringsby Truck Lines, Inc.

O-T-R Money claim for 17-1/2 hours May 12 and 13, 1968, in the name
Dispute of Samuel W. Harrison and Ben Leedey.

DECISION: (Main Committee - Transcript Page 67 - 8/13/68)
M/m/s/c/ the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-8-4010 Western Gillette, Inc.

O-T-R It was the Union's position that between 12 and 20 Los Angeles
Dispute drivers of Local 224 were coming into the Oakland terminal
each day. They were requesting additional bid runs from
Oakland to the Los Angeles area.

DECISION: (Main Committee - Transcript Page 69 - 8/13/68)
M/m/s/c/ that the Company be instructed to bid one additional run from Oakland to
either Los Angeles or Barstow, to operate on the same basis as the present existing
Los Angeles run on a protected basis.

Case # Local 483, Boise, Idaho, and
8-8-4011 Consolidated Freightways, Inc.

O-T-R The Union claims a runaround on behalf of Walter Lamke, a
Dispute Boise extra board driver, contending that the Portland driver
should have been dispatched directly home, and had he done so,
Lamke would have been dispatched with the Seattle load to Yakima.

DISPOSITION: Settled and Withdrawn.

Case # Local 483, Boise, Idaho, and
8-8-4012 Garrett Freightlines, Inc.

O-T-R C. L. Smith is a Boise driver with a bid run from Boise to Ely,
Dispute lay and return. On April 21/68 after his rest was up at Ely, he
was dispatched from Ely pulling triples. At Twin Falls he dropped
one box and went on to Boise pulling doubles. He was paid the
triple rate from Ely to Twin Falls and the double rate from Twin
Falls to Boise. The Union claims the triple rate for the entire
trip from Ely to Boise.

DISPOSITION: Settled and Withdrawn.

Case # Local 483, Boise, Idaho, and
8-8-4013 United-Buckingham Freightlines

O-T-R On February 26/68 a Spokane domiciled extra board driver pulled
Dispute into Boise and when his rest was up departed Boise and returned
to Spokane pulling freight originating in Boise. On that day
Charles Reed, a Boise bid driver, pulled a Boise-LeGrande-
Boise turnaround. Reed contends that had the Spokane extra
board driver not taken freight from Boise on in to Pasco on his
return to Spokane, Reed would have had the Pasco run and claims
the difference in miles.
On March 4/68 a Spokane domiciled extra board man who had
been dispatched into Boise the day before was returned to Spokane
pulling an empty. On this day, bid driver Reed was cancelled.

DECISION: (Main Committee - Transcript Page 370 - 8/15/68)
M/m/s/c/ that in the first case the man be paid the difference in miles. In the second
instance the claim be denied because it was an empty returned to Spokane.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 542, San Diego, California, and
8-8-4014 Cal-Canadian Motor Express

O-T-R We are claiming all shortages held out of Bobbie Clark's pay
Dispute which is in the amount of \$873.49. This is for work that was
done and the Company does not want to pay.

DECISION: (Main Committee - Transcript Page 249 - 8/14/68)
M/m/s/c/ that the claim of Clark from 4/9/68 to 5/5/68 is timely and be referred
back to the Southern California Joint State Committee to be heard on its merits.

Case # Local 542, San Diego, California, and
8-8-4015 Mueller Truck Company

O-T-R We are requesting Mueller Truck Company to reimburse Ray
Dispute Earl Bennett \$8.00 for a smoke ticket when this truck had been
written up for months and turned into the garage.

DISPOSITION: Postponed.

Case # Local 569, Astoria, Oregon, and
8-8-4016 Nehalem Valley Motor Freight

O-T-R Local 569 is in dispute with Nehalem Valley Motor Freight over
Dispute two runaround claims for Robert Moxley.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
8-8-4017 United-Buckingham Freightlines

O-T-R Local 690 is requesting a Spokane-Tacoma bid run.
Dispute

DECISION: (Main Committee - Transcript Page 164 - 8/13/68)
M/m/s/c/ that a Spokane bid to Seattle or Tacoma may be established as presented
on the record, one a night.

Case # Local 690, Spokane, Washington, and
8-8-4018 United-Buckingham Freightlines

O-T-R Violation of Article 6 of the National Master Freight Agreement
Dispute and Article 41, Section 1 and 2 of the Western States Area Over-
The-Road Supplement. Also, agreed-upon dispatch and bidding
rules for bid drivers on bid runs.

DECISION: (Main Committee - Transcript Page 168 - 8/13/68)
M/m/s/c/ the claim be denied due to the facts in this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
8-8-4019 McKeown Transportation

O-T-R Local 692 claims on behalf of all employees of McKeown Trans-
Dispute portation, Torrance Division, where in the past McKeown has
paid for checking fuel delay time and for all layover time other
than the first eight hours.

DECISION: (Main Committee - Transcript Page 191 - 8/14/68)
M/m/s/c/ the case is timely and that it be referred back to the JSC to be heard on
its merits.

Case # Local 741, Seattle, Washington, and
8-8-4020 Consolidated Freightways

Master Local 741 claims that previous to April 1/68 Consolidated
Dispute Freightways furnished flashlights and up-keep of same to their
hostlers and road drivers. Local 741 takes the position that
this should continue as a Maintenance of Standards.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
8-8-4021 Garrett Freightlines

O-T-R Local 741 requests Garrett Freightlines to post for bid the
Dispute following runs at their Seattle terminal: South - 2 per night;
1 LaGrande division per night on a six day basis.

DECISION: (Main Committee - Transcript Page 200 - 8/14/68)
M/m/s/c/ that the Company be required to bid one per day Seattle south, and the
request for the LaGrande bid be denied.

Case # Local 741, Seattle, Washington, and
8-8-4022 O. N. C. Motor Freight System

Interpre- O. N. C. hired Mike Swabland on June 3/68 and later sent him
tation to get a physical, whereupon the Company doctor disqualified
him and he was terminated on the 28th day of employment.
Although the termination issued Mike Swabland merely stated,
"termination due to failure to pass physical", the Company feels
he was terminated under the 30 day clause.

DECISION: (Main Committee - Transcript Page 309 - 8/14/68)
M/m/s/c/ that the case be referred to the local committee to be heard on its merits.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
8-8-4023 Silver Eagle Company

O-T-R Silver Eagle Company terminated E. M. Clippinger on February
Dispute 8/68 and did not pay final monies due him until June 8/68.
Under Article 48, Paragraph 4, of the Over-The-Road Supplement,
we claim Clippinger has a minimum of 40 hours per week due
him during this delay in payment.

DECISION: (Main Committee - Transcript Page 217 - 8/14/68)
M/m/s/and Deadlocked that the man be compensated for eighty hours.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

Case # Local 898, El Centro, California, and
8-8-4024 Imperial Truck Lines, Inc.

O-T-R Case #1076: Shortage of payroll of C.L. Younes in the amount
Dispute of \$30.80.
Case #1077: Paul Cragg claims pay shortage of \$8.53.
Case #1078: Melvin C. Smith claims pay shortage of \$25.32.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
8-8-4025 DC International, Inc.

Automotive Albert C. Weems states: I claim a 4 hour call in at time and
Dispute one-half for work performed by a person other than a DC
tireman.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
8-8-4026 DC International, Inc.

Automotive Elwood M. Buttman states: Checking tires at 64th and Quebec
Dispute Street, Adams County, mobile service call. Also changing
tires at Powder Lot, Mobile Service Call.

DISPOSITION: (Main Committee - Transcript Page 321 - 8/15/68)
This case is postponed until the next meeting and the committee
will hold jurisdiction.

Case # Local 961, Denver, Colorado, and
8-8-4027 Navajo Freight Lines, Inc.

O-T-R C. W. Hale and L. W. Friesen state: We arrived in Albuquerque,
Dispute New Mexico and punched in at 8:52 a.m. and a team from
Kansas City were fixing to depart. Dispatched to Denver, driving
tractor #630 - trailer #TS-1638 and we were sent to hotel. We
claim 3-1/4 hours.

DISPOSITION: Committee to retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
8-8-4028 Santa Fe Trail Transportation Co.

O-T-R Ray E. Kittinger states: I was told to take physical examination
Dispute by Horton. I had an appointment at doctor's office for 12:30 p.m.
and got out at 2:00 p.m. on April 15, 1968. The ICC requires
you to have a physical every three years and Santa Fe requires
you have one taken every two years.

DISPOSITION: Settled and Withdrawn.

Case # Local 983, Pocatello, Idaho, and
8-8-4029 Garrett Freightlines, Inc.

O-T-R The Pocatello local claims a runaround for the top man on the
Dispute Pocatello extra board when a Salt Lake City extra board man runs
Salt Lake City to Butte in addition to the bid schedule.

DECISION: (Main Committee - Transcript Page 187 - 8/14/68)
M/m/s/c/ based on the Change of Operations granted the Company, the claim be
denied.

Case # Local 81, Portland, Oregon, and
8-8-4030 Consolidated Freightways, Inc.

Discharge Local 81 is protesting the discharge of Eldon Fray on May
20, 1968 by Consolidated.

DECISION: (Main Committee - Transcript Page 505 - 8/16/68)
M/m/s/c/ that Mr. Fray be returned to work August 18, 1968 with full seniority
with no back pay and with a final warning letter being issued for drinking; letter to
become effective the first day he returns to work.

Case # Local 148, Wenatchee, Washington, and
8-8-4031 Consolidated Freightways

Discharge Local 148 protests the discharge of Kenneth Black for reckless
driving on June 12, 1968.

DISPOSITION: Withdrawn.

Case # Local 186, Santa Barbara, California, and
8-8-4032 Smith Transportation

Discharge Local 186 on behalf of Howard E. Hallman who was unable to
work because of proven illness, requests he be reinstated with
full seniority rights as of May 6, 1968.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-8-4033 Panda Terminals of California

Discharge John R. Gates protests his discharge dated May 22, 1968.

DECISION: (Alternate Main Committee - Transcript Pg. 54 - 8/14/68)
M/m/s/c/ that the discharge be sustained.

Case # Local 208, Los Angeles, California, and
8-8-4034 Transcon Lines

Discharge Local 208 protests the termination of Dominick J. Scaccia.

DECISION: (Alternate Main Committee - Transcript Page 69 - 8/15/68)
M/m/s/c/ that Dominick J. Scaccia was properly terminated under Article 3,
Section 2 of the National Master Freight Agreement.

Case # Local 208, Los Angeles, California, and
8-8-4035 West Coast Cartage Company

Discharge Henry Bartee protests his termination dated 5/7/68 and requests
that he be returned to work with his full seniority and compensa-
tion due him for all time lost.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
8-8-4036 B.B.D. Transportation Co., Inc.

Discharge Local 224 on behalf of Robert Lee Whisler protests his discharge
on April 11/68 for carrying an unauthorized passenger.

DISPOSITION: Withdrawn.

Case # Local 224, Los Angeles, California, and
8-8-4037 Cantlay + Tanzola - Division of Western Gillette

Discharge Local 224 on behalf of James B. Wallace protests his discharge
on April 10, 1968 for recklessness resulting in a serious accident
on April 4, 1968.

DISPOSITION: Withdrawn.

Case # Local 224, Los Angeles, California, and
8-8-4038 Dart Transportation

Discharge Local 224 protests the discharge of William C. Hooker as of
May 1/68 for alleged dishonesty.

DECISION: (Main Committee - Transcript Page 482 - 8/16/68)
M/m/s/and Deadlocked the discharge of Mr. Hooker be upheld.

NOTE: this case shall be submitted to umpire handling with Mr. H. L. Woxberg
as Arbitrator.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
8-8-4039 Petro Lane Transport

Discharge The Union wishes to protest the termination of Albert Newhouse.

DECISION: (Alternate Main Committee - Transcript Page 13 - 8/14/68)
M/m/s/c/ that the discharge be sustained.

Case # Local 357, Los Angeles, California, and
8-8-4040 Western Gillette, Inc.

Discharge The Union wishes to protest the discharge of George Abel.

DECISION: (Alternate Main Committee - Transcript Page 79 - 8/15/68)
M/m/s/c/ that the discharge be sustained.

Case # Local 741, Seattle, Washington, and
8-8-4041 Los Angeles - Seattle Motor Express

Discharge The Union wishes to protest the termination of John Leggio.

DECISION: (Alternate Main Committee - Transcript Page 92 - 8/15/68)
M/m/s/c/ that Mr. Leggio be returned to work on the first dispatch on or after August 18th, or at whatever time his truck is available on or after that date. There will be no lost pay awarded, but the man will be restored to his job with full seniority rights and a final warning notice will be placed in his file for failure to be available for work.

Case # Local 85, San Francisco, California, and
8-8-4042 Pacific Motor Trucking Company

Suspension The Union protests the suspension of Rufus Brown and requests all money lost during time lost.

DECISION: (Main Committee - Transcript Page 99 - 8/13/68)
M/m/s/c/ that this suspension be made sixty days from the effective date of June 12.

Case # Local 357, Los Angeles, California, and
8-8-4043 DC International, Inc.

Warning Letter Local 357 protests the warning letter issued to Daniel Trunco on July 10/68 for fighting on Company property.

DECISION: (Alternate Main Committee - Transcript Page 105 - 8/15/68)
M/m/s/c/ that the discharge of Daniel Trunco be sustained.
Note: Cases #8-8-4043 and #8-8-4084 (Discharge of Trunco) were heard together.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-8-4044 Pacific Intermountain Express

Warning Local 180 on behalf of Kenneth Cexton protests the warning letter
Letter issued to him on April 30/68. The Company charges excessive
speed while transporting explosives.

DECISION: (Alternate Main Committee - Transcript Page 38 - 8/14/68)
M/m/s/c/ that the warning letter be sustained.

Case # Local 180, Los Angeles, California, and
8-8-4045 Transcon Lines

Warning Local 180 on behalf of Otis Black protests the warning letters
Letters issued to him by Transcon for excessive speed.

DECISION: (Main Committee - Transcript Page 500 - 8/16/68)
M/m/s/c/ that it be sent back to be heard on its merits.

Case # Local 315, Martinez, California, and
8-8-4046 Pacific Intermountain Express

Warning The Union wishes to protest the warning letter issued to
Letter Mr. Stevenson.

DECISION: (Alternate Main Committee - Transcript Page 30 - 8/14/68)
M/m/s/c/ that the warning letter be reduced to a letter of reprimand.

Case # Local 357, Los Angeles, California, and
8-8-4047 Wescar Terminals

Warning The Union wishes to protest the warning letter issued to Richard
Letter Friscia.

DECISION: (Alternate Main Committee - Transcript Page 48 - 8/14/68)
M/m/s/c/ that the warning letter be sustained.

Case # Local 386, Modesto, California, and
8-8-4048 Associated Freight Lines

Warning Protest of warning notice issued to Dwight Dow on March 11, 1968.
Letter

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
8-8-4049 Los Angeles-Seattle Motor Express

Warning Union protests warning letter dated April 19/68 in the name of
Letter W. W. Gibbons.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-8-4050 Pacific Intermountain Express

Warning Union protests warning letter dated 3/4/68 in the name of
Letter Myron Kirby.

DECISION: (Alternate Main Committee - Transcript Page 2 - 8/13/68)
M/m/s/and Deadlocked that the warning letter be withdrawn.

Case # Local 699, Hoquiam, Washington, and
8-8-4051 Charles H. Cyr, Inc.

Warning Protest of warning notice to Charles D. Evans dated
Letter May 22, 1968.

DISPOSITION: Withdrawn.

Case # Local 898, El Centro, California, and
8-8-4052 Imperial Truck Lines, Inc.

Warning Arthur McBride protests warning notice for failure to load two
Letter grates on trailer to Los Angeles.

DISPOSITION: Settled and Withdrawn.

Case # Local 150, Sacramento, California, and
8-8-4053 Kern Valley Transfer

Suspension Union protests failure of Company to return William Moore to
work on May 13, 1968 and claims man due day's pay from
May 13/68 until man is returned to work.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
8-8-4054 California Motor Express - Delta Lines, Inc.

Joint Delta picked up vans at Cal Motors terminals and loaded freight
Council #7 that Cal Motors always picked up. Company also used an area
Dispute lumper. Union claiming a day's pay for the two top seniority
men on layoff that day. (Case #LD-3765)

Cases #LD-3741-3739: On February 28 and March 6/68 Delta Lines
picked up a van at Cal Motors terminals and loaded parallel freight
in the van and returned to Cal Motors yard. Cal Motors had men
on layoff and equipment available. Union claiming a day's pay
for a man on layoff that day.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-8-4055 Coast Drayage Company

Joint Union claims that on June 5, 1968 two Local 70 men were laid
Council #7 off and Company owner was on the forklift performing teamster's
Dispute work loading trucks on the dock from 5:30 to 6:00 p.m.

DECISION: (Joint Council #7 Committee - Transcript Page 10 - 8/14/68)
M/m/s/c/ the motion that will be used as a guideline in these cases and in future
cases is as follows: That the bona fide owner is not prohibited from performing
work covered by this agreement, but if such work by the owner results in the loss of
work by a regular seniority employee of the Company, then such regular employee
shall be reimbursed at the rate of pay of the work performed.

NOTE: Based on this motion as a guideline, the two cases referred to were Withdrawn.
The same decision applies to Case #8-8-4059.

Case # Local 70, Oakland, California, and
8-8-4056 O. N. C. Motor Freight System

Joint Jurisdiction. A Redding line driver dispatched to San Francisco
Council #7 via San Leandro, dropped a loaded trailer at San Leandro and
Dispute pulled an empty trailer to San Francisco. The Union's position
was that in accordance with a written agreement between the Union
and the Company that this work was historically a part of the
Trans Bay operation.

DECISION: (Joint Council #7 Committee - Transcript Page 63 - 8/14/68)
M/m/s/c/ that the 85 and 468 operation is clarified on the record, including the move-
ment of empty trailers, and that line drivers from other domiciles may pick up empties
at San Leandro and continue on to San Francisco for lay without violating the local
agreement. This claim, therefore, is denied.

Case # Local 70, Oakland, California, and
8-8-4057 O. N. C. Motor Freight System

Joint Union protests the intent to suspend Mel Marks. Grievant was
Council #7 issued a suspension for 5 days for rear end accident.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
8-8-4058 Pacific Motor Trucking Company

Joint The grievant was sent a notice to report for work within 72 hours.
Council #7 When he failed to report, the Company dropped him from the
Dispute Seniority roster.

DECISION: (Joint Council #7 Committee - Transcript Page 32 - 8/14/68)
M/m/s/c/ that Tony Day be returned to work with full seniority and no back pay as
soon as he is physically able to do so, with the understanding that it is Day's respon-
sibility to keep the company notified as to his physical illness and any change of
address during the interim period is also Day's responsibility.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-8-4059 Peters Truck Lines

Joint Case #LD-3773: Union claims company owner was moving freight
Council #7 on the dock. Union requests that this practice cease and that the
Dispute Union receive a day's pay for a man on layoff or a substantial
amount of money for time worked by the owner to be paid to an
employee who worked that shift.

Case #LD-3774: Union claims company owner used a fork lift to
move freight. The position of the Union is the same as in case
3773.

DECISION: See Case #8-8-4055.

Case # Local 85, San Francisco, California, and
8-8-4060 Hills Transportation

Joint The grievant had been on temporary layoff. He had hired out as
Council #7 a lumper. On February 2, 1968 he had received a Class 1 License
Dispute and he told the Company that he was qualified to drive. It was
the Union's position that the Company has worked men with less
seniority as drivers and also that the Company, until recently,
had refused to give the grievant a driving test.

DECISION: (Joint Council #7 Committee - Transcript Page 1 - 8/13/68)
M/m/s/c/ the man's seniority shall date from August, 1967. His eligibility to drive
shall be May 1, 1968. He shall be compensated as a driver for any days after May 1/68
on which a driver with less seniority worked, less any compensation drawn by Yocum on
the dates for which payment as a driver is to be made.

Case # Local 85, San Francisco, California, and
8-8-4061 Nielsen Freight Lines

Joint It was the position of the Union that the grievant had been hired
Council #7 as a driver and that he was qualified to drive but the Company
Dispute refused to afford him the opportunity because of a personality
conflict.
It was the Company's position that the man was not permitted to
drive because the Company had knowledge of his driving record.

DISPOSITION: Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
8-8-4062 O. N. C. Motor Freight System

Joint The Union claimed O. N. C. employees are due eight hours pay
Council #7 for June 3, 1968, a day when the men performed no work between
Dispute 7:45 a.m. and 1:00 p.m. due to an illegal work stoppage.

DECISION: (Joint Council #7 Committee - Transcript Page 80 - 8/14/68)
M/m/s/c/ based on the facts in this particular case, the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
8-8-4063 Walkup's Merchants Express

Joint Claim for work performed by junior men on April 16, 1968 when
Council #7 senior men were available.
Dispute

DECISION: (Joint Council #7 Committee - Transcript Page 85 - 8/14/68)
The decision in this case is that we are going to hold jurisdiction and the Union is instructed to go back and find out who is entitled to what and have time cards to prove its case.

Case # Local 287, San Jose, California, and
8-8-4064 Dart Transportation

Joint The Company has freight from Los Angeles loaded on a drom.
Council #7 It is the Union's position that the unloading of the freight from
Dispute the drom was the work of local men.

DECISION: (Joint Council #7 Committee - Transcript Page 12 - 8/14/68)
M/m/s/c/ based on the facts of this particular case the claim of the Union is denied.

Case # Local 315, Martinez, California, and
8-8-4065 Delta Lines

Joint The grievance was originally filed by the Union because the
Council #7 Company refused to re-bid the position of day shift piggyback
Dispute ramp hostlers. The Union amended their grievance to read that
the Company refused to re-bid all positions.

DECISION: (Joint Council #7 Committee - Transcript Page 53 - 8/14/68)
M/m/s/c/ the claim of the Union is upheld if the Union can produce a document signed by Jack Sheetz and/or H. Cozart, agreeing to bidding in Local 70. There shall be no claim for back pay.

Case # Local 890, Salinas, California, and
8-8-4066 Walkup's Merchants Express

Joint Union claims Preston Biggers is entitled to funeral leave pay for
Council #7 attending step father's funeral in Fresno, California on June 5th
Dispute and 6th, 1968.

DECISION: (Joint Council #7 Committee - Transcript Page 29 - 8/14/68)
M/m/s/c/ that if the information given us by the Employer is correct, and in compliance with the decision reached in the Multi-Conference, the claim of the Union is denied.

Case # Local 431, Fresno, California, and
8-8-4073 Pacific Motor Trucking Company

P + D Union claims 3-1/2 hours per day at overtime rate for grievant
Dispute H. L. Hayes when he was moved from 1:00 p.m. shift to 4:30 p.m.
shift and a less seniority man was put on 1:00 p.m. shift from
May 13, 1968.

DECISION: (Main Committee - Transcript Page 515 - 8/16/68)
M/m/s/c/ based on these facts that the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 45, Great Falls, Montana, and
8-8-4074 United-Buckingham Freightlines

Master It was the position of Local 45 that the Company was in violation
Dispute of the contract for leasing of the run from Canada to Great
Falls, Montana.

DECISION: (Main Committee - Transcript Page 269 - 8/14/68)
M/m/s/c/ that because the case involves the question of sub-contracting it be referred
to the National Committee.

Case # Local 150, Sacramento, California, and
8-8-4075 Illinois - California Express

O-T-R Union claims that a Change of Operations in the past grants all of
Dispute the north runs to either Sacramento or Local 468 and because these
two pups were picked up in the Sacramento yard the Sacramento
bid drive should have pulled north.

DISPOSITION: (Main Committee - Transcript Page 327 - 8/15/68)
This case is referred to the parties for settlement.

Case # Local 150, Sacramento, California, and
8-8-4076 Pacific Motor Trucking

O-T-R Union claims that Sacramento has a rotating extra board and that
Dispute the top man is always considered a north bid man and should be
given any tonnage going north.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
8-8-4077 United-Buckingham Norwalk

O-T-R Request one round trip Missoula and return Billings for top man
Dispute on board June 15, 1968.

DECISION: (Main Committee - Transcript Page 277 - 8/14/68)
M/m/s/c/ based on the facts the claim be denied.

Case # Local 190, Billings, Montana, and
8-8-4078 United-Buckingham Norwalk

O-T-R It is the position of the Local Union that the Billings-Missoula run
Dispute belongs to 190 men and they are therefore claiming mileage from
Bozeman to Missoula.

DECISION: (Main Committee - Transcript Page 282 - 8/14/68)
M/m/s/c/ that based on the facts in this case the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-8-4079 So-Cal Motor Freight

Sub- We are asking a day's pay at the applicable rate for James
Contracting Minisci for each day he is laid off and the Company continues to
farm out freight.
On behalf of Wendall Guffey we are asking for 8 hours at the
applicable rate of pay for all days the Company used Royal Trans-
portation.
The Union contends that So-Cal is deleting their bid areas which
they have served on a continuous basis, thereby laying men off
on areas they have been picking freight up on continuous basis.
We ask that the areas be instituted again.

DECISION: (Main Committee - Transcript Page 410 - 8/15/68)
M/m/s/c/ that based on the facts in this case the drivers laid off be compensated for
all time lost except those who did not return have no claim, and those who did return
be compensated for all time lost less moneys earned elsewhere.

Case # Local 70, Oakland, California, and
8-8-4080 Delta Lines, Inc.

Joint Local 70 feels that all hostling work should be done by members
Council #7 of Local 70. It was the Union's position that the Company was
Dispute allowing drivers working under the O.T.R. Agreement to make
and break their equipment.

DECISION: (Joint Council #7 Committee - Transcript Page 47 - 8/14/68)
M/m/s/c/ that the method of pay does not change the definition of short line, and
therefore, based on the facts of this case, the claim is denied.

Case # Local 85, San Francisco, California, and
8-8-4081 O. N. C. Motor Freight System

Joint This case is being filed in connection with rates of pay being paid
Council #7 that are above classification. It is also being filed at this time
Dispute to protect and invoke the 90-day provision of Article 6, Section 1
of the National Master Freight Agreement.

DECISION: (Joint Council #7 Committee - Transcript Page 75 - 8/14/68)
M/m/s/c/ the company was correct in moving under Article 6, Section 1 of the National
Master Freight Agreement to invoke the 90-day provision.

Case # Local 70, Oakland, California - Local 85, San Francisco, and
8-8-4082 O. N. C. Motor Freight System

Joint Local 70 along with 85 are claiming the Company has set a rate of
Council #7 pay for the swing shift employees. In Local 70, this was done
Dispute approximately for one week or 7 days. In Local 85, this 10 hour
guarantee is still in effect. Local 70 is requesting all back monies
due Local 70 employees; also requesting that the rate be continued
in Local 85.

DECISION: (Joint Council #7 Committee - Transcript Page 59 - 8/14/68)
M/m/s/c/ based on the evidence presented in these two cases, the claim of Local 70
is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
8-8-4083 Ringsby System

Joint Union claims grievant drove doubles more than 50% of the time
Council #7 during the past year. It was the position of the Union that his
Dispute vacation pay should have been paid at the doubles rate.

DECISION: (Joint Council #7 Committee - Transcript Page 17 - 8/14/68)
M/m/s/c/ that where people are employed 50 percent or more during the year at a
higher rate of pay, that they shall be compensated at the higher rate for their vacation.
The 50 percent test shall apply from the date of the last vacation taken by the individual.

Case # Local 357, Los Angeles, California, and
8-8-4084 DC International, Inc.

Discharge Local 357 protests the discharge of Daniel Trunco for alleged
insubordination on July 10, 1968 and requests reinstatement with
full seniority and all time lost.

DECISION: (Alternate Main Committee - Transcript Page 105 - 8/15/68)
M/m/s/c/ that the discharge of Daniel Trunco be sustained.
Note: Cases #8-8-4084 and #8-8-4043 were heard together.

Case # Local 81, Portland, Oregon, and
8-8-4085 O. N. C. Motor Freight System

Discharge Local 81 is protesting the discharge of Eugene Ashford on
July 11, 1968.

DECISION: (Main Committee - Transcript Page 464 - 8/16/68)
M/m/s/c/ that the discharge be upheld based on the facts in this particular case.

Case # Local 81, Portland, Oregon, and
8-8-4086 Garrett Frieghtlines

Discharge Local 81 is protesting the discharge of Robert Graber on
August 4, 1968.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
8-8-4088 Pacific Motor Trucking

Clarification Clarification of the use of casuals.

DECISION: (Main Committee - Transcript Page 385 - 8/15/68)
M/m/s/c/ unless there is a written agreement or an established maintenance of
standards to the contrary, the claim of the Union is denied. The Company may, in
accordance with past decisions and the mutual understanding of the parties signatory
to the Agreement, use casuals at any time there are regular men on shift. This
applies to any one yard but not to the use of men between yards.